

## JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement (“Settlement”) is made and entered into between Plaintiffs Nathan Bell and Jamie Rodriguez (“Plaintiffs”), on behalf of themselves and all others similarly situated, and as a proxy/agent for the State of California and the California Labor Workforce Development Agency (“LWDA”) to the extent permitted by law, on the one hand; and Defendants NuSil Technology LLC, Avantor Performance Materials, LLC (erroneously sued as Avantor Performance Materials, Inc.) and Avantor Fluid Handling, LLC (“Defendants”), on the other hand, (collectively, the “Parties”). If approved by the Court, this Settlement provides for all benefits, rights, and obligations of the Parties for resolving this matter.

### 1. DEFINITIONS.

The following terms, when used in Settlement, have the following meanings:

1.1 “Action” or “Instant Action” means the civil action titled *Nathan Bell and Jamie Rodriguez v. NuSil Technology LLC, et al.*, Kern County Superior Court Case No. JCCP5203BCB.

1.2 “Agreement,” “Settlement,” “Settlement Agreement,” or “Stipulation” means this Joint Stipulation of Class Action and PAGA Settlement.

1.3 “Class” means all persons employed by Defendants in California as non-exempt hourly-paid employees at the Nusil facilities in Bakersfield and Carpinteria during the Class Period, defined as October 21, 2015 through December 31, 2023. The Class is estimated to consist of approximately 1,083 persons with an estimated 130,579 workweeks. For purposes of this settlement, a workweek is defined as any regular workweek in which the class member worked on three or more calendar days. If the actual number of workweeks, as defined in this Agreement, for all class members from October 21, 2015, to December 31, 2023, should exceed the Certified Workweek Amount by more than five percent (5%), Plaintiffs have the option to void the Agreement.

1.4 “Class Counsel” means Graham B. LippSmith, MaryBeth LippSmith, and Celene Chan Andrews of LippSmith LLP, Arby Aiwasian, Joanna Ghosh, and Brian St. John of Lawyers for Justice, Kevin T. Barnes of Law Offices of Kevin T. Barnes and Raphael A. Katri of Law Offices of Raphael A. Katri.

1.5 “Class Member” means each person eligible to participate in this Settlement who is an

1 individual belonging to the Class (as defined in Paragraph 1.3) and has not agreed to a general release  
2 of claims against Defendants.

3 1.6 “Class Period” means October 21, 2015, through December 31, 2023.

4 1.7 “Class Representatives” means Plaintiffs Nathan Bell and Jamie Rodriguez. Plaintiff  
5 Rodriguez brings this Action on behalf of himself and other other class members and also all aggrieved  
6 employees pursuant to the California Private Attorneys General Act as a representative of the State of  
7 California Labor and Workforce Development Agency (“LWDA”).

8 1.8 “Class Representatives’ Released Claims” means all claims, obligations, demands,  
9 actions, rights, causes of action, and liabilities against the Releasees (as defined in Paragraph 1.28),  
10 based on the facts as set forth in the Complaint filed by Plaintiff Bell on October 21, 2019, and First  
11 Amended Complaint filed by Plaintiff Rodriguez on March 18, 2022, whether in law or equity, whether  
12 sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or  
13 other source of law, whether known or unknown, and whether anticipated or unanticipated, including  
14 unknown claims covered by Civil Code § 1542 (as quoted in Paragraph 4.12.3) by the Class  
15 Representatives, arising during the period from the beginning of the Class Representatives’ dates of  
16 employment with Defendants through the end of the Class Period (December 31, 2023), for any type of  
17 relief, including, without limitation, claims for wages, business expenses, damages, unpaid costs,  
18 penalties (including civil and waiting time penalties), liquidated damages, punitive damages, interest,  
19 attorneys’ fees, litigation costs, restitution, or equitable relief with the sole exception of any claims  
20 which cannot be released as a matter of law. The Class Representatives’ Released Claims include, but  
21 are not limited to, the Released Claims (as defined in Paragraph 1.27) as well as any other claims under  
22 any provision of the Fair Labor Standards Act, any provision of the California Labor Code or any  
23 applicable California Industrial Welfare Commission Wage Orders, and claims under state or federal  
24 discrimination statutes, including, without limitation, the California Fair Employment and Housing Act,  
25 California Government Code § 12940 *et seq.*; the Unruh Civil Rights Act, California Civil Code § 51 *et*  
26 *seq.*; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*; the  
27 Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; California’s PAGA (Cal. Labor Code §  
28 2698, *et seq.*), Cal. Bus. and Prof. Code § 17200 *et seq.*; the Employee Retirement Income Security Act

1 of 1974, 29 U.S.C. § 1001 *et seq.*; any IWI California Wage Orders and California Code of Regulations,  
2 Title 8, section 11000, *et seq.*, and/or any other federal, state or local human rights, civil rights, wage-  
3 hour, pension or labor law, rule, statute, regulation, constitution or ordinance and/or public policy,  
4 contract or tort law, or any claim of retaliation under such laws, or any claim of breach of any contract  
5 (whether express, oral, written or implied from any source), or any claim of intentional or negligent  
6 infliction of emotional distress, tortious interference with contractual relations, wrongful or abusive or  
7 constructive discharge, defamation, prima facie tort, fraud, negligence, loss of consortium, malpractice,  
8 breach of duty of care, breach of fiduciary duty; and all of their implementing regulations and  
9 interpretive guidelines. However, nothing in this General Release shall prohibit or restrict Plaintiffs  
10 from:

- 11 (i) providing information to, or otherwise assisting in, an investigation by  
12 Congress, the Equal Employment Opportunity Commission or the NLRB, the  
13 Securities and Exchange Commission (“SEC”) or any other federal regulatory  
14 or law enforcement agency or self-regulatory organization (“SRO”);
- 15 (ii) testifying, participating, or otherwise assisting in a proceeding relating to an  
16 alleged violation of any federal law relating to fraud or any rule or regulation of  
17 the SEC or any SRO; or
- 18 (iii) complying with a lawful subpoena or other legal process, subject to the terms of  
19 this Stipulation, including but not limited to the confidentiality provisions  
20 herein, and subject to the condition that Plaintiffs agree not to seek, or in any  
21 way obtain or accept, any monetary award, recovery or settlement therefrom  
22 and agrees that they understand that such limitation does not in any way restrict  
23 their ability to file and pursue such charge consistent with the confidentiality  
24 obligations set forth in this Stipulation; and further provided, however, that  
25 Plaintiffs do not waive any rights with respect to, or release Defendants from,  
26 any claim:
  - 27 a. for California Workers’ Compensation benefits (except that Plaintiffs  
28 hereby release and waive any claims that, as a result of their termination,

they are entitled to additional benefits or payments);

b. for unemployment compensation benefits;

c. that cannot be released by private contract; or

d. for breach of the terms of the Stipulation between Plaintiffs and Defendants.

1.9 “Complaint” means the operative complaints, which is the Complaint for damages and injunctive relief filed with this Court on October 21, 2019 by Plaintiff Bell and First Amended Complaint filed with this Court on March 18, 2022, by Plaintiff Rodriguez.

1.10 “Court” means the Superior Court of California, County of Kern.

1.11 “Response Deadline” shall mean forty-five (45) calendar days from the initial mailing of the Notice to Class Members.

1.12 “Defendants” means NuSil Technology LLC, Avantor Performance Materials, LLC (erroneously sued as Avantor Performance Materials, Inc.), and Avantor Fluid Handling, LLC.

1.13 “Defense Counsel” means Keith A. Jacoby and Jennifer A. Goldberg of Littler Mendelson, P.C.

1.14 “Effective Date” means the date by which all of the following events have occurred: (i) this Agreement has been executed by Plaintiffs, Defendants, Class Counsel and Defendants’ Counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has been sent to the Class Members, providing them the opportunity to object to the Settlement, and the opportunity to opt out of the Settlement; (iv) the Notice has been sent to the LWDA; (v) the Court has held a formal fairness hearing and entered the Court’s Final Order and Judgment; and (vi) either (a) sixty five (65) calendar days after final approval of the Settlement and entry of a Final Judgment without any appeal, writ, or other appellate proceeding having been filed therefrom; or (b) if any appeal, writ, or other appellate proceeding opposing Final Approval has been filed within sixty five (65) calendar days after entry of Final Judgment, the Effective Date shall be five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement have been finally and conclusively dismissed and the Settlement has been upheld with no right to pursue further remedies or relief. If the Court declines to approve the Settlement, the entire Agreement is deemed void and unenforceable as if no settlement of

1 any claim was ever reached. All negotiations, statements and proceedings and data relating thereto shall  
2 be protected by California Evidence Code §1152 and shall be without prejudice to the rights of any of  
3 the Parties.

4 1.15 "Service Payment" means the amount approved by the Court to be paid to the Plaintiffs,  
5 not to exceed \$15,000.00 each for a total of up to \$30,000.00, for the time and work they performed in  
6 this Action. The Service Payment amount shall be separate from and in addition to the Class  
7 Representatives' Individual Payment Amount as a Settlement Class Member and Plaintiffs' share of the  
8 PAGA Penalty Payment distributed to PAGA aggrieved employees. The Service Payment shall be  
9 considered non-wages, for which an appropriate IRS Form 1099 will be issued to the Plaintiffs.

10 1.16 "Final Approval and Fairness Hearing" means the hearing set by the Court to (a) review  
11 the Settlement and determine whether the Court should give final approval to this Settlement,  
12 (b) consider any timely objections made pursuant to Paragraph 4.6.4 of this Settlement, and all responses  
13 by the Parties, (c) consider the request for Class Counsel's Fee and Costs Award, (d) consider the  
14 Settlement Administrator's costs, and (e) consider the Plaintiffs' application for a Service Payment.

15 1.17 "Final Judgment" shall mean the Order Granting Final Approval of the Settlement and  
16 Judgment entered by the Court, and substantially in the form attached hereto as **Exhibit 1**.

17 1.18 "Fee and Costs Award" shall mean Class Counsel's attorneys' fees and actual costs for  
18 litigation and resolution of this Action, which shall be awarded by the Court upon Class Counsel's  
19 motion/application for attorneys' fees and costs, and which shall be paid from the Maximum Settlement  
20 Amount as defined in Paragraph 1.20.

21 1.19 "Individual Payment Amount" means an individual Class Member's potential allocation  
22 of the Net Settlement Amount, as described in Paragraph 4.2.2.

23 1.20 "Maximum Settlement Amount" refers to the maximum total payment Defendants shall  
24 be obligated to make in the amount of Three Million Seven Hundred Fifty Thousand Dollars and Zero  
25 Cents (\$3,750,000.00), pursuant to this Settlement. The Maximum Settlement Amount shall include (a)  
26 attorneys' fees of up to \$1,312,500.00; (b) Plaintiffs' reasonable litigation costs and expenses up to  
27 \$19,000.00; (c) reasonable third party administration costs; (d) a PAGA Penalty Payment of \$25,000.00,  
28 of which \$18,750.00 will be paid to the Labor Workforce Development Agency, representing 75% of

1 PAGA civil penalties, with the remaining 25% (\$6,250.00) to be distributed among the “PAGA  
2 Aggrieved Employees” (“PAGA Aggrieved Employees” are all persons employed by Defendants at the  
3 Nusil facilities in Bakersfield and Carpinteria, California as non-exempt hourly-paid employees at any  
4 time from February 11, 2020, through December 31, 2023 (“PAGA Period”), even if the employee opts  
5 out of the class settlement); (e) a Service Payment not to exceed \$15,000.00 for each Plaintiff for a total  
6 of up to \$30,000.00; and (f) the Net Settlement Amount as described in Paragraph 1.21. Defendants’  
7 share of any employer-payroll taxes attributed to Individual Payment Amounts shall be paid separately  
8 and in addition to the Maximum Settlement Amount and shall be determined by the Settlement  
9 Administrator.

10 1.21 “Net Settlement Amount” is the remaining portion of the Maximum Settlement Amount  
11 after deduction of the court-approved attorneys’ fees and costs, Settlement Administration Costs, the  
12 payment to the Labor and Workforce Development Agency in the amount of \$18,750 (representing 75%  
13 of the PAGA Penalty Payment), and the Service Payment. The Net Settlement Amount (less applicable  
14 withholdings attributed to the portion of Individual Payment Amounts designated as wages) will be  
15 distributed to Settlement Class Members and the PAGA Aggrieved Employees.

16 1.22 “Notice” or “Notice of Settlement” means the document substantially in the form  
17 attached hereto as **Exhibit 2**.

18 1.23 “Plaintiffs” are Nathan Bell and Jamie Rodriguez.

19 1.24 “Preliminary Approval Date” means the date the Court approves this Settlement per this  
20 Joint Stipulation, and the Exhibits thereto, and enters an Order providing for notice of settlement to the  
21 Class, an opportunity to opt out of the Class, an opportunity to submit timely objections to the  
22 Settlement, a procedure for disputing the number of workweeks, and setting a hearing on the fairness of  
23 the terms of Settlement, including approval of Class Counsel’s attorneys’ fees and Class Counsel’s  
24 litigation costs and the Plaintiffs’ Application for a Service Payment.

25 1.25 “Preliminary Approval Order” means the document substantially in the form attached  
26 hereto as **Exhibit 3**.

27 1.26 “QSF” means the Qualified Settlement Fund set up by the Settlement Administrator for  
28 the benefit of the Settlement Class Members and from which the Settlement payments shall be made.

1.27 “Released Claims” means all claims, demands, rights, liabilities, and causes of action that were pled in any of the Complaints in the Action or could have been pled based on the facts alleged in any of the Complaints in the Action, based on Defendants’ alleged (1) failure to pay all overtime; (2) failure to provide proper meal periods, or premium pay for non-compliant meal periods; (3) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (4) failure to pay minimum wages; (5) failure to pay all wages on termination of employment; (6) failure to pay timely wages during employment; (7) failure to provide accurate wage statements; (8) failure to maintain requisite payroll records; (9) unreimbursed business expenses pursuant to Labor Code Sections 2800 and 2802; (10) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; and (11) PAGA penalties on the underlying alleged Labor Code violations. The “Release of Claims Period,” or the time period for which claims within the scope of this paragraph are released, shall be from October 21, 2015, through December 31, 2023. Plaintiffs release all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiffs’ pre-filing letters to the LWDA.

Any Class Member who receives a PAGA payment and who opts out of the Settlement is only bound by the release of PAGA claims, which releases Releasees from all PAGA claims and claims for PAGA penalties alleged in any iteration of the complaints filed by Plaintiffs, and any letters submitted to the LWDA by Plaintiffs seeking authorization to pursue PAGA claims which occurred during the PAGA Period (“PAGA Released Claims”). The PAGA Release Period shall be the PAGA Period. The release as to the State of California and aggrieved employees only covers claims that arise under the Private Attorneys General Act, and does not cover an aggrieved employee’s individual Labor Code claims. The release expressly excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, class claims, and PAGA claims outside of the PAGA Period.

1.28 “Releasees” means Defendants NuSil Technology LLC, Avantor Performance Materials, LLC (erroneously sued as Avantor Performance Materials, Inc.), and Avantor Fluid Handling, LLC, together with any of their past, present, or future direct or indirect parents, subsidiaries, predecessors,

1 successors, and affiliates, as well as each of its past, present, and future officers, directors, employees,  
2 partners, members, shareholders, and agents, attorneys, insurers, and reinsurers.

3 1.29 "Settlement Administration Costs" means the fees and expenses reasonably incurred by  
4 the Settlement Administrator as a result of the procedures and processes expressly required by this  
5 Stipulation and which are not to exceed \$14,500 of the Net Settlement Amount, regardless of whether  
6 Final Approval is granted and Final Judgment is ordered, and shall include all costs of administering the  
7 Settlement, including, but not limited to, all tax document preparation, custodial fees, and accounting  
8 fees incurred by the Settlement Administrator; all costs and fees associated with preparing, issuing and  
9 mailing any and all Notices of Settlement and other settlement correspondence to Class Members and/or  
10 Settlement Class Members; all costs and fees associated with communicating with Class Members,  
11 Class Counsel, and Defense Counsel regarding settlement; all costs and fees associated with computing,  
12 processing, reviewing, and paying the Individual Payment Amounts, and resolving disputed claims; all  
13 costs and fees associated with calculating tax withholdings and payroll taxes, making related payment  
14 to federal and state tax authorities, and issuing tax forms relating to payments made under the  
15 Settlement; all costs and fees associated with preparing any tax returns and any other filings required by  
16 any governmental taxing authority or agency; all costs and fees associated with preparing any other  
17 notices, reports, or filings to be prepared in the course of administering Individual Payment Amounts;  
18 and any other reasonable costs and fees incurred and/or charged by the Settlement Administrator in  
19 connection with the execution of its duties under this Stipulation. In the event that the Court does not  
20 grant final approval of this Settlement and does not enter final judgment thereon, the Parties shall split  
21 the Settlement Administration Costs incurred to date on a 50/50 basis.

22 1.30 "Settlement Administrator" means and refers to Simpluris Inc., the entity that will be  
23 responsible for the administration of the Settlement and related matters as described in this Settlement.

24 1.31 "Settlement Class Member" means any and all Class Members who have not timely  
25 submitted a valid request for exclusion, as set forth in Paragraph 4.6.3.

26 1.32 "Settlement Proceeds" means the Maximum Settlement Amount.

## 27 **2. DESCRIPTION OF THE LITIGATION**

28 This Stipulation and all associated exhibits or attachments are made for the sole purpose of

1 settling the Action. This Stipulation and the Settlement it evidences are made in compromise of disputed  
2 claims. The Settling Parties enter into this Stipulation on a conditional basis. In the event that the Court  
3 does not enter the Final Approval Order and Judgment, or in the event that the associated Judgment does  
4 not become a Final Judgment for any reason, this Stipulation (except for those provisions relating to  
5 non-admissibility and non-admission of liability and those provisions relating to the return of documents  
6 and discovery) shall be deemed null and void *ab initio*, shall be of no force or effect whatsoever, and  
7 shall not be referred to or utilized for any purpose whatsoever, including to support certification or  
8 oppose decertification of any claim in any action. Further, the negotiation related to this Stipulation shall  
9 remain strictly confidential and subject to the provisions of California Evidence Code Sections 1119  
10 and any other analogous rules of evidence that might apply.

11 Defendants deny all claims as to liability, damages, penalties, interest, fees, restitution,  
12 injunctive relief, and all other forms of relief, as well as the class and PAGA allegations asserted in the  
13 Action. Defendants have agreed to resolve the Action via this Stipulation, but to the extent this  
14 Stipulation is deemed void or the Effective Date does not occur, Defendants do not waive, but rather  
15 expressly reserve, all rights to challenge all such claims and allegations in the Action upon all procedural  
16 and factual grounds, including, without limitation, the ability to challenge class or representative action  
17 treatment on any grounds, to move for dismissal of any or all claims, and to assert any and all other  
18 potential defenses or privileges. Named Plaintiffs and Class Counsel agree that Defendants retain and  
19 reserve these rights in the event the Court does not enter the Final Approval Order and Judgment and  
20 they agree not to take a position to the contrary; specifically, named Plaintiffs and Class Counsel agree  
21 not to argue or present any argument, and hereby waive any argument, that based on this Stipulation,  
22 Defendants could not contest class certification on any grounds, seek decertification, move for dismissal  
23 of any or all claims, and/or assert any and all other potential defenses and privileges if the Action were  
24 to proceed.

25 Similarly, to the extent the Court does not enter the Final Approval Order and Judgment, this  
26 Stipulation is otherwise deemed void, or the Effective Date does not occur, named Plaintiffs do not  
27 waive, but rather expressly reserve, all rights to prosecute all such claims and allegations in the Action  
28 on their own behalf and on behalf of the allegedly PAGA Aggrieved Employees and Class Members

1 upon all procedural and factual grounds, including through trial. Defendants agree that named Plaintiffs,  
2 the allegedly PAGA Aggrieved Employees, and the Class Members retain and reserve these rights and  
3 they agree not to take a position to the contrary.

4       2.1 Plaintiff Bell is a former hourly-paid, non-exempt employee of Defendants, employed as  
5 an Associate Operator. Defendants employed Plaintiff Bell from approximately May 2013 to  
6 approximately May 2018. Plaintiff Rodriguez is a former hourly-paid, non-exempt employee of  
7 Defendants, employed as a Mechanic. Defendants employed Plaintiff Rodriguez from approximately  
8 2018 to October 2020.

9       2.2 On October 21, 2019, Plaintiff Bell filed a class action complaint against Defendants in  
10 the Superior Court of the State of California for the County of Kern summarized as follows:  
11 (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California  
12 Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor  
13 Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197,  
14 and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final  
15 Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During  
16 Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);  
17 (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records);  
18 (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and  
19 (10) Violation of California Labor Code §§ 17200, *et seq.*

20       2.3 On April 26, 2021, Plaintiff Rodriguez filed a class action complaint against Defendants  
21 in the Superior Court of the State of California for the County of Santa Barbara summarized as follows:  
22 (1) Failure to Pay All Wages; (2) Failure to Pay All Overtime Wages at the Legal Overtime Pay Rat; (3)  
23 Failure to Authorize and Permit All Paid Rest Periods; (4) Failure to Provide Legally-Compliance Rest  
24 Periods; (5) Failure to Fully Reimburse Work Expenses; (6) Failure to Timely Furnish Accurate  
25 Itemized Wage Statements; (7) Violations of Labor Code § 203; (8) Penalties Pursuant to Labor Code  
26 § 2699 ; and (9) Unfair Business Practices.

27       2.4 On March 18, 2022, Plaintiff Rodriguez filed a first amended class action complaint in  
28 in the Superior Court of the State of California for the County of Santa Barbara summarized as follows:

(1) Failure to Pay All Wages; (2) Failure to Pay All Overtime Wages at the Legal Overtime Pay Rate; (3) Failure to Authorize and Permit All Paid Rest Periods; (4) Failure to Provide Legally-Compliance Rest Periods; (5) Failure to Pay Premium Wages at the Legal Pay Rate; (6) Failure to Fully Reimburse Work Expenses; (7) Failure to Timely Furnish Accurate Itemized Wage Statements; (8) Violations of Labor Code § 203; (9) Penalties Pursuant to Labor Code § 2699; and (10) Unfair Business Practices.

2.5 The Parties engaged in formal and informal discovery, including Plaintiffs serving a request for data to prepare for the mediation. The Parties met and conferred on numerous occasions with respect to data for the mediation. Defendants shared data with Plaintiffs' counsel, which Plaintiffs used in their damages analysis. Plaintiffs' damages calculations are based on review and analysis of the information and documents produced by Defendants to date, as well as information provided by Plaintiffs via interviews and Plaintiffs' counsel's independent research. Defendants produced, among other things, the Plaintiffs' sample pay data, the Plaintiffs' sample time data, Defendants' relevant policies and procedures pertaining to the claims raised in the Complaint, Plaintiffs' personnel file (inclusive of Plaintiffs' time and payroll records), and raw time and pay data for Class Members.

2.6 In or around November 2022, the Parties agreed to attend mediation. On June 29, 2023, the Parties attended a mediation session with Jeffrey Fuchsman, Esq., an experienced class action mediator. At this mediation, the Parties discussed Plaintiffs' claims, theories for class certification, and Defendants' defenses thereto. The Parties also analyzed the potential exposure of Defendants on Plaintiffs' claims, Defendants' potential liability for penalties and interest, as well as the potential risks associated with Defendants' financial standing and its implications on any potential judgment. The mediation lasted the entire day, but the Parties did not reach an agreement that day. The Parties, both through Mr. Fuchsman and in communications with counsel, continued to discuss potential resolution of this case subsequent to the mediation, including requesting, receiving, and analyzing further data and production. By March 5, 2024, all Parties and their counsel executed the MOU which set forth an agreement to resolve the Action for Three Million Seven Hundred Fifty Thousand U.S. Dollars (\$3,750,000.00).

2.7 Class Counsel and Defense Counsel have thoroughly investigated the claims and facts alleged in this Action and have made a thorough study of the legal principles applicable to the claims

1 asserted against Defendants. In response to informal and formal discovery, Defendants have provided  
2 Class Counsel with copies of critical policy documents relating to Plaintiffs' claims in this Action, as  
3 well as Plaintiffs' time and payroll records and a sampling of such records for the Class.

4       2.8 Defense Counsel has explained to Class Counsel that it believes Defendants (1) have  
5 substantial factual and legal defenses to the claims asserted in the Action, which render the outcome of  
6 the Action substantially uncertain and (2) believe that class certification would not be granted. Class  
7 Counsel has explained to Defense Counsel that it believes (1) certification would be proper,  
8 (2) decertification will not happen, and that (3) Plaintiffs will prevail at trial on all claims certified by  
9 the Court. The proposed Settlement provides expeditious relief and benefits to Class Members (much  
10 sooner than would be possible than if the Parties' disputed positions were to be litigated in continued  
11 and ongoing litigation though trial and appeal).

12       2.9 Taking into account all relevant factors, present and potential, the Parties believe that this  
13 Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this  
14 Settlement after extensive arms-length negotiations.

### 15       **3. LIMITATION ON EFFECT OF SETTLEMENT**

16       3.1 In the event that this Settlement is terminated or cancelled pursuant to its terms, the  
17 Parties shall be deemed to have reverted to their respective status as of the date and time immediately  
18 prior to the execution of the Settlement.

19       3.2 This Settlement shall not constitute, in this or any other proceeding, an admission of any  
20 kind by Defendants, including without limitation, that certification of a class is appropriate or proper or  
21 that Plaintiffs could establish any of the requisite elements for class treatment of any of the claims in the  
22 Action. In the event that the Settlement is not finally approved, or the Settlement is otherwise terminated,  
23 Defendants expressly reserve all rights to challenge this Action and the propriety of class certification  
24 on all available grounds.

25       3.3 The Plaintiffs and Class Counsel agree that Defendants retain and reserve these rights,  
26 and agree not to argue or present any argument, and hereby waive any argument that, based on this  
27 Settlement, Defendants cannot challenge claims and allegations in the Action upon any grounds,  
28 including, without limitation, challenging class treatment or asserting any and all other potential

1 defenses or privileges.

2           3.4 Defendants specifically and generally deny any and all liability or wrongdoing of any  
3 sort with regard to any of the claims alleged and make no concessions or admissions of liability of any  
4 sort. Nonetheless, Defendants want the Action to be fully and finally settled in the manner and upon the  
5 terms and conditions set forth in this Settlement.

6           **4. OPERATIVE TERMS OF SETTLEMENT**

7           The Parties to this Action agree as follows:

8           4.1 The Parties will cooperate in obtaining an order from the Court approving the Settlement.  
9 The Parties agree to use their best efforts to expedite the preparation and submission of the Settlement  
10 and related documents. The Parties further agree to fully cooperate in the drafting and/or filing of any  
11 further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may  
12 be requested by the Court or that are otherwise necessary to the approval and implementation of this  
13 Settlement, and shall otherwise use their respective best efforts to obtain Court approval of this  
14 Settlement.

15           4.1.1 If this Stipulation is terminated or canceled pursuant to its terms, the Parties shall be  
16 released from all remaining obligations under the terms of the Stipulation. In such an event, the Parties  
17 agree to share all costs incurred from carrying out the terms of the Stipulation, prior to its termination  
18 or cancellation, including but not limited to any Settlement Administration Costs on a 50/50 basis.

19           4.2 Allocation of the Net Settlement Amount.

20           4.2.1 All Settlement Class Members will receive their Individual Payment Amount without the  
21 need to complete or submit claim forms.

22           4.2.2 Each Class Member's Individual Payment Amount shall be calculated by (i) dividing the  
23 Settlement Class Member's total number of workweeks worked for Defendants in California during the  
24 Class Period, as defined in this Agreement, by the total number of workweeks worked by all Settlement  
25 Class Members for Defendants during the Class Period, and (ii) multiplying that pro rata share by the  
26 allocated amount of the Net Settlement Amount. Any workweeks during the Class Period in which a  
27 Settlement Class Member did not actually work (for example, while on a leave of absence, *etc.*) are not  
28 included in calculating that Settlement Class Member's Individual Payment Amount. The calculation of

1 a Settlement Class Member's total workweeks worked in California shall be construed from Defendants'  
2 records. Each Settlement Class Member's Individual Payment Amount shall be distributed to that  
3 Settlement Class Member, less applicable withholdings attributed to the portion of Individual Payment  
4 Amounts designated as wages, as described in Paragraph 4.2.4(a).

5 Of the PAGA Penalty Payment of \$25,000.00, 25%, or \$6,250.00, will be distributed among the  
6 PAGA Aggrieved Employees, even if the employee opts out of the class settlement. The PAGA  
7 Aggrieved Employees' share of the \$6,250.00 of the PAGA Penalty Payment shall be calculated by  
8 (i) dividing the PAGA Aggrieved Employee's total number of workweeks worked for Defendants in  
9 California during the PAGA Period, as defined in this Agreement, by the total number of workweeks  
10 worked by all PAGA Aggrieved Employees for Defendants during the PAGA Period, and (ii)  
11 multiplying that pro rata share by the allocated amount of the \$6,250.00. Any workweeks during the  
12 PAGA Period in which a PAGA Aggrieved Employee did not actually work (for example, while on a  
13 leave of absence, *etc.*) are not included in calculating that aggrieved employee's PAGA payment. The  
14 calculation of a PAGA Aggrieved Employee's total workweeks worked in California shall be construed  
15 from Defendants' records. The amount payable to PAGA Aggrieved Employee as set forth in this  
16 paragraph will be paid to all PAGA Aggrieved Employees employed during the PAGA Period, including  
17 those who may opt out of the Settlement. Any Class Member who receives a PAGA payment pursuant  
18 to this paragraph and who opts out of the Settlement is bound by the release only as to claims arising  
19 under PAGA.

20 4.2.3 For each Class Member who submits a valid and timely request for exclusion, the  
21 Settlement Administrator shall proportionally increase the payments to each participating Class Member  
22 such that the total Settlement payout equals one hundred percent (100%) of the Net Settlement Amount.

23 4.2.4 The Parties recognize that the Individual Payment Amounts to be paid to Class Members  
24 reflect settlement of a dispute over claimed wages, interest, penalties. All Individual Payment Amounts  
25 to Settlement Class Members are allocated as follows:

26 (a) One third (33.33%) of the Individual Payment Amounts shall be allocated for payment  
27 of disputed wages to Settlement Class Members. For this portion of the Individual Payment Amounts,  
28 Settlement Class Members shall receive a W-2 form.

1 (b) Two thirds (66.67%) of the Individual Payment Amounts shall be allocated for disputed  
2 penalties and interest. This portion of the Individual Payment Amounts consists of other income, not  
3 wages, for which Settlement Class Members shall receive a 1099 form as and if required by law.

4 4.3 The Employer's Share of Payroll Taxes

5 4.3.1 The Settlement Administrator shall remit and report the applicable portions of the payroll  
6 tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties and undertakings  
7 set forth in Paragraph 1.29. The employer's share of payroll taxes attributed to the Individual Payment  
8 Amounts shall be paid separately and in addition to the Maximum Settlement Amount as set forth in  
9 paragraph 1.21. The Settlement Administrator shall furnish its own Employer ID Number and calculate  
10 all settlement checks and payroll deductions based on the information that will be provided by  
11 Defendants. No taxes will be withheld from the Aggrieved Employee's share of the PAGA penalties.

12 4.3.2 Other than the withholding and reporting requirements set forth in Paragraphs 1.29 and  
13 4.2.4, Settlement Class Members shall be solely responsible for the reporting and payment of their share  
14 of any federal, state and/or municipal income or other taxes on payments made pursuant to this  
15 Settlement. No party has made any representation to any of the other Parties as to the taxability of any  
16 payments pursuant to this Settlement, including the payments to Class Members, the payments to Class  
17 Counsel, the payment to the Plaintiffs, the payroll tax liability of Defendants, or the allocation of  
18 Settlement proceeds to wage and non-wage income as provided in Paragraph 4.2.4, or otherwise as to  
19 the tax implications of any provision of this Settlement.

20 4.4 Preliminary Approval

21 4.4.1 Plaintiffs will seek to obtain the Court's preliminary approval of the Settlement as  
22 directed by the Court. Plaintiffs will submit this Settlement to the Court for preliminary approval of its  
23 terms and for approval of the steps to be taken to obtain final approval of the Settlement. Plaintiffs will  
24 request that the Court's preliminary approval of this Settlement be embodied in the Preliminary  
25 Approval Order (as defined in Paragraph 1.25).

26 4.5 Notice to Class Members. The Settlement Administrator shall disseminate the Notice in  
27 the manner described below, with the Settlement Administration Costs being paid from the Maximum  
28 Settlement Amount.

1           4.5.1 No later than fourteen (14) days after the entry of the Preliminary Approval Order,  
2 Defendants shall provide the Settlement Administrator with the following information for each Class  
3 Member: name, last known mailing address, last known email address, last known telephone number,  
4 social security number, and the total number of workweeks in California as a non-exempt employee  
5 during the Class Period, as defined under this Agreement. No later than ten (10) calendar days after  
6 receipt of such Class Member information, the Settlement Administrator will perform a national change  
7 of address (“NCOA”) search, update the addresses per the results of the NCOA search, and then mail  
8 the Notice (as defined in Paragraph 1.22) to each Class Member by first-class mail, postage prepaid and  
9 electronic mail.

10           4.5.2 In the event that a Notice sent by mail is returned as undeliverable, the Settlement  
11 Administrator will make reasonable efforts to obtain a valid mailing address by using the Social Security  
12 number of the Class Member and standard skip tracing devices to conduct a search for a correct mailing  
13 address and by contacting Class Counsel and Defense Counsel. Such efforts shall include conducting a  
14 reasonable search for the correct address of all Class Member whose Notice is returned as undeliverable  
15 and contacting Defendants for an updated address for current employees. Following each search that  
16 results in a corrected address, the Settlement Administrator shall promptly resend the Notice to the Class  
17 Member by first-class mail, postage prepaid. Following each search that results in no corrected address,  
18 the Settlement Administrator shall resend the Notice to the Class Member, postage prepaid, to the  
19 original address; only one (1) such re-mailing to the same address shall ever occur, per address. The  
20 Settlement Administrator shall make one (1) attempt to re-mail the Notice within five (5) calendar days  
21 from the date of the return of the Notice. In any event, such efforts must be completed no less than  
22 fifteen (15) business days before the date of the Final Approval and Fairness Hearing.

23           4.5.3 If Defendants and the Settlement Administrator determine, based upon further review of  
24 available data, that a person previously identified as being a Class Member should not be so included or  
25 identify a person who should have been included as a Class Member but was not so included, Defendants  
26 and the Settlement Administrator shall promptly delete or add such person as appropriate and  
27 immediately notify Class Counsel prior to such deletions or additions (and the reasons thereof).

28           4.5.4 All costs of mailing of the Notice, whether foreseen or not, shall be paid from the

1 Maximum Settlement Amount, including the cost of searching for Class Members' addresses as  
2 provided in Paragraphs 4.5.1 and 4.5.2.

3 4.5.5 No later than the filing of Plaintiffs' Motion for Final Approval of Class Action  
4 Settlement, the Settlement Administrator shall enable Class Counsel to file a declaration under penalty  
5 of perjury advising the Court that the requirements of Paragraphs 4.5.1 and 4.5.2 of this Settlement have  
6 been fulfilled. The Settlement Administrator shall provide such other reports as requested by counsel  
7 for the Parties or the Court, including any required declarations in support of preliminary and final  
8 approval of the Settlement.

9 4.5.6 Compliance with these procedures shall constitute due and sufficient notice to Class  
10 Members of this Settlement and shall satisfy the requirement of due process. Nothing else shall be  
11 required of, or done by, the Parties, Class Counsel, and Defense Counsel to provide notice of the  
12 proposed Settlement.

13 4.5.7 Other than the obligations set forth in this Agreement, Defendants shall have no  
14 additional obligation to identify or locate any Class Member or have any liability in connection with the  
15 provision of information to the Settlement Administrator.

16 4.6 Responses to Notice

17 4.6.1 For Class Members who are re-mailed the Notice due to it being undeliverable, the  
18 deadline by which to submit a Dispute, Request for Exclusion, or Objection will be the later of: (a) ten  
19 (10) calendar days from the date the Notice was re-mailed; or (b) the Response Deadline.

20 4.6.2 The Notice shall inform Class Members of the number of workweeks they worked as  
21 non-exempt employees in California during the Class Period and PAGA Period based on Defendants'  
22 records, as defined by this Agreement. Class Members may dispute this information by providing the  
23 Settlement Administrator with additional information and documentation postmarked on or before the  
24 Response Deadline ("Dispute"). A Dispute must be signed by the Class Member, referencing the case  
25 name and case number, JCCP5203BCB, and stating all of the following: (1) the full name of the Class  
26 Member; (2) the number of workweeks the Class Member contends is correct; and (3) attaching any  
27 documentation support his or her contended number of workweeks. If there is a Dispute, the Settlement  
28 Administrator will consult with the Parties to determine whether an adjustment is warranted. Any

1 Disputes not resolved by the Settlement Administrator or the Parties will be resolved by the Court. Prior  
2 to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the  
3 Disputes without the necessity of involving the Court. Neither the Parties nor any of their counsel shall  
4 discourage any Class Member from submitting a Dispute.

5 4.6.3 Class Members, with the exception of the Class Representatives, may opt-out of the  
6 Settlement. Class Members who wish to exercise this option must submit a Request for Exclusion as  
7 provided in this Paragraph. The Request for Exclusion must include the Class Member's full name,  
8 address, and telephone number, the name and case number of the Action, and shall be signed by the  
9 Class Member. Unsigned Requests for Exclusion, those that do not comply with the requirements listed  
10 herein, or those postmarked after the Response Deadline will not be honored unless mutually agreed to  
11 by counsel for all Parties or ordered by the Court.

12 Class Members will have until the Response Deadline (as defined in Paragraph 1.11) within  
13 which to complete and postmark their Request for Exclusion. The date of the postmark shall be the  
14 exclusive means used to determine whether a Request for Exclusion has been timely submitted, if the  
15 postmark is legible. If the postmark envelope is not legible, then the date the return-mailing envelope  
16 is received by the Settlement Administrator shall be the exclusive means to determine whether a  
17 Request for Exclusion has been timely submitted.

18 By submitting a Request for Exclusion, a Class Member shall be deemed to have exercised his  
19 or her option to opt-out of the class action lawsuit. Any member of the Class who requests exclusion  
20 from the Settlement will not be entitled to any share of the Settlement, will not be bound by the  
21 Settlement, and will not have any right to object, appeal or comment thereon. Class Members who fail  
22 to submit a valid and timely Request for Exclusion shall be bound by all terms of the Settlement and the  
23 Final Judgment entered in this Action, regardless of whether they otherwise have requested exclusion  
24 from the Settlement. The Settlement Administrator shall forward all Requests for Exclusion received to  
25 Class Counsel and Defense Counsel within one (1) business day of receipt. Also, not later than the filing  
26 of Plaintiffs' Motion for Final Approval of Class Action Settlement, the Settlement Administrator shall  
27 enable Class Counsel to file the declaration of the Settlement Administrator advising the Court of a  
28 complete list of all members of the Class who have timely requested exclusion from the Settlement, and

1 which shall authenticate all Requests for Exclusion received. The Settlement Administrator's  
2 declaration shall also include all Requests for Exclusion received as exhibits to the declaration.

3 4.6.4 For efficiency and ease of handling objections at the Final Approval Hearing, any  
4 person or entity who does not request exclusion but who wishes to object to this Settlement should  
5 submit an Objection as provided in this Paragraph. The Objection must be signed by the Settlement  
6 Class Member, reference the case name and case number JCCP5203BCB, and state all of the  
7 following: (1) the full name of the Class Member; (2) the grounds for the objection; and (3) any legal  
8 briefs, papers, or memoranda the objecting Class Member proposes to submit to the Court. Class  
9 Members who fail to object in the manner specified above still have the right to appear in Court at the  
10 Final Approval Hearing to state his or her objection(s).

11 Class Members will have until the Response Deadline (as defined in Paragraph 1.11) within  
12 which to complete and postmark their Objection. If the postmark is not legible, then the date the  
13 return-mailing envelope is received by the Settlement Administrator shall be the exclusive means to  
14 determine whether the Objection has been timely submitted.

15 Any person or entity who fails to submit such a timely written Objection shall not be precluded  
16 from appearing at the Final Approval and Fairness Hearing should s/he wish to appear. Either of the  
17 Parties may file a responsive document to any Objection, or other similar document purporting to  
18 object to the Settlement, with the Court no later than five (5) calendar days before the Final Approval  
19 and Fairness Hearing. The Settlement Administrator shall forward Class and Defense Counsel copies  
20 of all Objections or other documents purporting to object to the Settlement, within one (1) business  
21 day of receipt. Also, not later than the filing of Plaintiffs' Motion for Final Approval of Class Action  
22 Settlement, the Settlement Administrator shall enable Class Counsel to file a declaration under penalty  
23 of perjury advising the Court with a complete list of all members of the Class who have submitted  
24 Objections and shall authenticate all Objections received. The Settlement Administrator's declaration  
25 shall also include all Objections received as exhibits to the declaration.

26 If the Class Member does not submit an Objection or appear in Court to object at the Final  
27 Approval Hearing, the Class Member shall be deemed to have waived his or her right to object and shall  
28 be foreclosed from making any objections to the Settlement whether by appeal or otherwise. At no time

1 shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to object  
2 to the Settlement. The Settlement Administrator shall provide the Parties with weekly updates regarding  
3 the status of any Objections.

4 4.6.5 If any individual whose name does not appear on the updated Class list provided to the  
5 Settlement Administrator believes that he or she is a member of the Class, he or she shall have the  
6 opportunity to dispute his or her exclusion from the Class. If an individual believes he or she is a member  
7 of the Class, he or she must notify the Settlement Administrator in writing no later than the Response  
8 Deadline (as defined in Paragraph 1.11). The Parties will meet and confer regarding any such  
9 individual(s) in an attempt to reach an agreement as to whether any such individual(s) should be regarded  
10 as a member of the Class. If the Parties so agree, the Settlement Administrator will mail a Notice (as  
11 defined in Paragraph 1.22) to the individual(s) and treat the individual(s) as a member of the Class for  
12 all other purposes. Such an individual will have all of the same rights as any other member of the Class  
13 under this Agreement and shall have up until the latter of ten (10) business days from the mailing of the  
14 Notice or the Response Deadline in which to submit a Dispute, Request for Exclusion, or Objection.

15 4.6.6 Neither the Parties nor their respective counsel will solicit or otherwise encourage any  
16 Class Member, directly or indirectly, to request exclusion from the Settlement or object to the  
17 Settlement.

18 4.6.7 The Settlement Administrator must forward all Disputes to the Parties within one (1)  
19 business day of receipt. Defendants shall review and respond to each submitted Dispute regarding the  
20 total number of workweeks worked by the Settlement Class Member in California during the Class  
21 Period within fourteen (14) calendar days of receipt, and shall transmit a copy of their response to the  
22 Settlement Administrator. Defendants' response shall state whether Defendants agree with or dispute  
23 the information provided in the Dispute.

24 (a) If Defendants agree with all of the information provided in the Dispute regarding the  
25 total number of workweeks worked by the Settlement Class Member in California during the Class  
26 Period, the information and/or documentation provided by the Settlement Class Member shall govern  
27 the calculation of his or her Individual Payment Amount.

28 (b) If Defendants disagree with any of the information provided in a Dispute regarding the

1 total number of workweeks worked by the Settlement Class Member in California during the Class  
2 Period, it shall follow the procedure set forth in Paragraph 4.6.8 of this Settlement.

3 4.6.8 In the event that Defendants disagree with the information provided in a Dispute  
4 regarding the total number of hours worked by the Settlement Class Member during the Class Period,  
5 Defense Counsel will promptly advise Class Counsel in writing of the Dispute and provide Class  
6 Counsel with copies of information sufficient to resolve the dispute. Copies of all Disputes and  
7 correspondence with the person(s) submitting Disputes shall be made available to Class Counsel upon  
8 request. Defense Counsel and Class Counsel shall attempt in good faith to resolve any such Dispute  
9 within ten (10) calendar days of Class Counsel's receipt of Defense Counsel's notice of a Dispute. Class  
10 Counsel shall have full discretion on behalf of the Settlement Class Members to resolve such disputes  
11 with Defense Counsel, except that any and all payment relating to the disputed entitlement must be from  
12 the Net Settlement Amount. If Defense Counsel and Class Counsel are unable to resolve the Dispute  
13 dispute within ten (10) calendar days, a final and binding determination on the dispute shall be made by  
14 the Settlement Administrator.

15 4.7 Application for Class Counsel's Attorneys' Fees and Litigation Costs. Class Counsel  
16 shall apply to the Court for the Fee and Costs Award as defined in paragraph 1.18. Class Counsel shall  
17 request an award of attorneys' fees for an amount not to exceed \$1,312,500.00, and litigation costs  
18 actually incurred, in an amount not to exceed \$19,000.00. Defendants agree not to oppose this request.

19 4.8 Application for Service Payment. Class Counsel, on behalf of the Plaintiffs, shall apply  
20 to the Court for the Service Payment (as defined in paragraph 1.15) for an amount not to exceed  
21 \$15,000.00 for each Plaintiff for a total of up to \$30,000.00 from the Maximum Settlement Amount.

22 4.9 Final Approval and Fairness Hearing. On the date set forth in the Notice of Settlement,  
23 the Court shall hold the Final Approval and Fairness Hearing where objections, if any, may be heard.  
24 Defendants reserve their rights to file papers in advance of the Final Approval and Fairness Hearing.  
25 The Parties shall file all motions and documents in support of a finding of Final Approval and Fairness  
26 of the Settlement in a single motion, inclusive of any requests for Fee and Costs Awards, no later than  
27 fourteen (14) calendar days before the Final Approval and Fairness hearing.

28 4.10 Final Judgment. If the Court approves this Settlement at the Final Approval and Fairness

1 Hearing, the Parties request that the Court enter the Final Judgment after the Maximum Settlement  
2 Amount is fully funded.

3 4.11 Distribution of Settlement Proceeds

4 4.11.1 Defendants shall deliver the Settlement Proceeds and the estimated amount for employer-  
5 related payroll taxes by wiring the funds into the QSF, set up and controlled by the Settlement  
6 Administrator. All distributions required by the Settlement Administrator are to be paid not later than  
7 ten (10) calendar days after entry of the Court's order granting final approval or as otherwise ordered  
8 by the Court. Defendants must submit the Maximum Settlement Fund of \$3,750,000.00 to the escrow  
9 account of the proposed Settlement Administrator within ten (10) days of executing this Joint Stipulation  
10 of Class Action and PAGA Settlement.

11 4.11.2 The QSF shall be an interest-bearing account(s) at a federally insured bank(s) that is  
12 mutually acceptable to the Parties and the Settlement Administrator that is FDIC insured for the full  
13 amount deposited. The Parties agree that the QSF shall be a non-reversionary fund and that under no  
14 circumstance will there be any reversion to Defendants of any of the funds from the Settlement Proceeds  
15 or the QSF.

16 4.11.3 The Settlement Administrator shall distribute checks via first-class mail to Settlement  
17 Class Members and aggrieved employees for their respective Individual Payment Amounts no later than  
18 ten (10) calendar days after entry of the Court's order granting final approval or as otherwise ordered  
19 by the Court.

20 4.11.4 Ninety (90) calendar days after the first issuance of Settlement Proceeds, undeposited  
21 checks from the initial distribution of Settlement Proceeds will be cancelled and voided. The Settlement  
22 Administrator shall then redistribute the remaining uncashed Settlement Proceeds to Class Members  
23 and aggrieved employees who cashed their payments from the initial distribution of Settlement  
24 Proceeds, applying the same criteria provided in Paragraph 4.2.2. Ninety (90) calendar days after that  
25 second issuance and redistribution of remaining Settlement Proceeds, undeposited checks from that  
26 second distribution will be cancelled and voided. Settlement Proceeds remaining after the second  
27 issuance, along with any amounts that would have been paid to Class Members who request exclusion,  
28 will be delivered to the *cy pres* State Bar of California's Justice Gap Fund by the Settlement

1 Administrator, or shall otherwise be distributed as ordered by the Court.

2 The failure by any Class Member or aggrieved employee to claim or deposit any check issued  
3 by the Settlement Administrator shall have no effect on that Class Member's release of all Released  
4 Claims (as defined in paragraph 1.27). The Settlement Administrator shall also enable Class Counsel to  
5 file a declaration attesting to the distribution of the Maximum Settlement Amount and the distribution  
6 of any "residual" funds as further ordered by the Court.

7 4.11.5 The Settlement Administrator shall also remit all amounts withheld from Individual  
8 Payment Amounts attributed to the wage portion of the payments and all employer-related payroll taxes  
9 to the Internal Revenue Service and California E.D.D., and/or any other proper entity to whom  
10 withholdings and employer-related payroll taxes attributed to Individual Payment Amounts are due, no  
11 later than one hundred and eighty (180) days after issuance of Individual Payment Amounts as set forth  
12 in paragraph 4.11.3. In the event that the estimated amount of Defendants' employer-related payroll  
13 taxes exceeds the amount wired to the QSF, any excess monies shall revert to Defendants.

14 4.11.6 No person shall have any claim against the Settlement Administrator, Defendants or any  
15 of the Releasees, the Plaintiff, the Class Members, or Class Counsel based on payments made  
16 substantially in accordance with this Settlement, or further Orders of this Court.

17 4.12 Release of Claims

18 4.12.1 Contingent upon full and final payment by Defendants of the Maximum Settlement  
19 Amount consistent with Paragraph 4.11.1, the Class Representatives and each Settlement Class Member  
20 shall be deemed to have fully, finally, and forever released the Releasees from all Released Claims.

21 4.12.2 In addition, the Plaintiffs shall be deemed to have fully, finally, and forever released the  
22 Releasees from the Released Claims, contingent upon full and final payment by Defendants of the  
23 Maximum Settlement Amount consistent with Paragraph 4.11.1.

24 4.12.3 With respect to the Released Claims *only*, the Plaintiff shall be deemed to have expressly  
25 waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits she  
26 may otherwise have had pursuant to § 1542 of the California Civil Code, which provides as follows:

27 A general release does not extend to claims that the creditor or releasing party does not  
28 know or suspect to exist in his or her favor at the time of executing the release and that,

1 if known by him or her, would have materially affected his or her settlement with the  
2 debtor or released party.

3 4.13 Miscellaneous Provisions

4 4.13.1 Unless otherwise specifically provided herein, all notices, demands, or other  
5 communications given hereunder shall be in writing and shall be addressed as follows:

6 To Plaintiffs and the Class:

7 Graham B. LippSmith  
8 MaryBeth LippSmith  
9 Celene Chan Andrews  
10 LIPPSMITH LLP  
11 555 S. Flower Street, Suite 3000  
12 Los Angeles, CA 90071

13 Kevin T. Barnes  
14 Law Offices of Kevin T. Barnes  
15 1041 Parkside Commons, Suite 101  
16 Greensboro, GA 30642

17 Raphael A. Katri  
18 Law Offices of Raphael A. Katri  
19 8549 Wilshire Boulevard, Suite 200  
20 Beverly Hills, CA 90211

21 To Defendants:

22 Keith A. Jacoby  
23 Jennifer A. Goldberg  
24 Littler Mendelson, P.C.  
25 2049 Century Park East, 5<sup>th</sup> Floor  
26 Los Angeles, California 90067

27 4.13.2 Defendants shall not take any adverse action against any Class Member because of the  
28 Action or because of the existence of, and/or participation in, the Settlement, or because they choose to  
benefit from the Settlement or to object to the Settlement. Neither Party shall take any action to  
discourage Class Members from participating in the Settlement.

4.13.3 Each Party has cooperated in the drafting and preparation of this Settlement. Hence, in  
any construction made to this Settlement, the same shall not be construed against any of the Parties.

1           4.13.4 Plaintiffs, by signing this Settlement, are bound by the terms herein and further agree not  
2 to request to be excluded from the Settlement and not to object to any terms of this Settlement. Any such  
3 request for exclusion or objection shall therefore be void and of no force or effect. Defendants, Class  
4 Counsel, and Plaintiffs waive their rights to file an appeal, writ, or any challenge whatsoever to the terms  
5 of this Settlement.

6           4.13.5 Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the  
7 Class, Class Members, or Plaintiffs, may recover or seek to recover any amounts for fees, costs, or  
8 disbursements from the Releasees or the Settlement except as expressly provided herein.

9           4.13.6 This Settlement may not be changed, altered, or modified, except in writing signed by  
10 the Parties hereto and approved by the Court. This Settlement may not be discharged except by  
11 performance in accordance with its terms or by a writing used by the Parties hereto.

12           4.13.7 This Agreement, including Exhibits, constitutes the full, complete and entire  
13 understanding, agreement and arrangement between Plaintiff on the one hand, and Defendants on the  
14 other hand, with respect to the settlement of the Action and Released Claims against Defendants. Except  
15 those set forth expressly in the Agreement, there are no other agreements, covenants, promises,  
16 representations or arrangements between the Parties with respect to the Settlement of the Action and the  
17 Released Claims against Defendants.

18           4.13.8 This Settlement shall be binding upon and inure to the benefit of the Parties hereto and  
19 their respective heirs, trustees, executors, successors, and assigns.

20           4.13.9 This Settlement may be executed in one or more counterparts. All executed counterparts  
21 and each of them shall be deemed to be one and the same instrument.

22           4.13.10 In the event that one or more of the Parties to this Settlement institutes any legal action,  
23 arbitration, or other proceeding to enforce the provisions of this Settlement or to declare rights and/or  
24 obligations under this Settlement, the successful party or Parties shall be entitled to recover from the  
25 unsuccessful party or Parties reasonable attorneys' fees and costs. Notwithstanding the entry of Final  
26 Judgment, the Court shall retain jurisdiction of this matter solely for the purposes of interpreting and  
27 enforcing the terms of this Agreement and the Judgment.

28           4.13.11 This Settlement and the Exhibits hereto shall be considered to have been negotiated,

1 executed, and delivered, and to have been wholly performed, in the State of California, and the rights  
2 and obligations of the Parties to the Settlement shall be construed and enforced in accordance with, and  
3 governed by, the substantive laws of the State of California (including Cal. Code Civ. P. § 664.6) without  
4 giving effect to that State's choice of law principles.

5 4.13.12 Paragraph titles or captions contained in the Settlement are inserted as a matter of  
6 convenience and for reference, and in no way define, limit, extend, or describe the scope of this  
7 Settlement, or any provision thereof.

8 4.13.13 Before declaring any provision of this Settlement invalid, the Court shall first attempt to  
9 construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to  
10 define all provisions of this Settlement valid and enforceable.

11 4.13.14 The Parties agree to the Court staying and holding all proceedings in the Action, except  
12 such proceedings necessary to implement and complete the Settlement, in abeyance pending the  
13 settlement hearings to be conducted by the Court.

14 4.13.15 The Parties agree to keep the Settlement confidential through Preliminary Approval.  
15 Thereafter, the Parties agree that they will make no comments to the media or otherwise publicize the  
16 terms of the Settlement. Class Counsel and Defense Counsel agree to make no reference to the  
17 Settlement on their respective websites and/or on their respective social media.

18 4.13.16 All terms of this Agreement and the Exhibits thereto shall be governed by and interpreted  
19 according to the law of the State of California.

20 IN WITNESS WHEREOF, this Settlement is executed by the Parties and their duly authorized  
21 attorneys, as of the day and year herein set forth.

22  
23 Dated: 04/03/2024, 2024

By: 

|                       |                                          |
|-----------------------|------------------------------------------|
| Electronically Signed | 2024-04-04 02:50:04 UTC - 174.134.83.152 |
| Nathan Bell           |                                          |
| Nintex AssureSign®    | 380ac114-1288-4a8b-903d-b14701586844     |

  
NATHAN BELL  
Plaintiff

25  
26 Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
JAMIE RODRIGUEZ  
Plaintiff

executed, and delivered, and to have been wholly performed, in the State of California, and the rights and obligations of the Parties to the Settlement shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of California (including Cal. Code Civ. P. § 664.6) without giving effect to that State's choice of law principles.

4.13.12 Paragraph titles or captions contained in the Settlement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement, or any provision thereof.

4.13.13 Before declaring any provision of this Settlement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement valid and enforceable.

4.13.14 The Parties agree to the Court staying and holding all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, in abeyance pending the settlement hearings to be conducted by the Court.

4.13.15 The Parties agree to keep the Settlement confidential through Preliminary Approval. Thereafter, the Parties agree that they will make no comments to the media or otherwise publicize the terms of the Settlement. Class Counsel and Defense Counsel agree to make no reference to the Settlement on their respective websites and/or on their respective social media.

4.13.16 All terms of this Agreement and the Exhibits thereto shall be governed by and interpreted according to the law of the State of California.

IN WITNESS WHEREOF, this Settlement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_

NATHAN BELL

Plaintiff

Dated: 4/3/2024  
\_\_\_\_\_, 2024

By: \_\_\_\_\_

JAMIE RODRIGUEZ

Plaintiff

1 Dated: April 11,, 2024

NUSIL TECHNOLOGY LLC

By: Claudius Zokenu

Its: Chief Legal and Compliance Officer  
Defendant

4 Dated: April 11,, 2024

AVANTOR FLUID HANDLING, LLC

By: Claudius Zokenu

Its: Chief Legal and Compliance Officer  
Defendant

7 Dated: April 11,, 2024

AVANTOR PERFORMANCE MATERIALS,  
LLC

By: Claudius Zokenu

Its: Chief Legal and Compliance Officer  
Defendant

11 APPROVED AS TO FORM AND CONTENT:

13 **LIPPSMITH LLP**  
14 **LAWYERS for JUSTICE**

14 Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Graham B. LippSmith  
Edwin Aiwasian  
Attorney for Plaintiffs and the Class

19 **LAW OFFICES OF KEVIN T. BARNES**  
20 **LAW OFFICES OF RAPHAEL KATRI**

21 Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Kevin T. Barnes  
Raphael A. Katri  
Attorney for Plaintiffs and the Class

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Dated: \_\_\_\_\_, 2024

NUSIL TECHNOLOGY LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Defendant

Dated: \_\_\_\_\_, 2024

AVANTOR FLUID HANDLING, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Defendant

Dated: \_\_\_\_\_, 2024

AVANTOR PERFORMANCE MATERIALS, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Defendant

APPROVED AS TO FORM AND CONTENT:

**LIPPSMITH LLP**  
**LAWYERS *for* JUSTICE**

Dated: April 4, 2024

By: \_\_\_\_\_

Graham B. LippSmith

Edwin Aiwarzian

Attorney for Plaintiffs and the Class

**LAW OFFICES OF KEVIN T. BARNES**  
**LAW OFFICES OF RAPHAEL KATRI**

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_

Kevin T. Barnes

Rapheal A. Katri

Attorney for Plaintiffs and the Class

1 Dated: \_\_\_\_\_, 2024

NUSIL TECHNOLOGY LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Defendant

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4 Dated: \_\_\_\_\_, 2024

AVANTOR FLUID HANDLING, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Defendant

5  
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7 Dated: \_\_\_\_\_, 2024

AVANTOR PERFORMANCE MATERIALS,  
LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Defendant

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11 APPROVED AS TO FORM AND CONTENT:

12  
13 **LIPPSMITH LLP**  
**LAWYERS *for* JUSTICE**

14 Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_

Graham B. LippSmith

Edwin Aiwarzian

Attorney for Plaintiffs and the Class

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21 Dated: April 3, 2024

By: 

Kevin T. Barnes

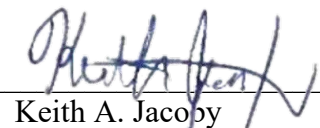
Rapheal A. Katri

Attorney for Plaintiffs and the Class

**LITTLER MENDELSON, P.C.**

Dated: April 11, 2024, 2024

By: \_\_\_\_\_



Keith A. Jacoby  
Attorneys for Defendants  
Nusil Technology LLC, Avantor  
Fluid Handling, LLC, and Avantor  
Performance Materials, LLC

4893-7288-6707.1 / 117768-1001

# **EXHIBIT 1**

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF KERN**

|                                            |   |                                          |
|--------------------------------------------|---|------------------------------------------|
| <b>Coordination Proceeding</b>             | ) | <b><u>CLASS ACTION</u></b>               |
| <b>Special Title (Rule 3.550)</b>          | ) |                                          |
| -----                                      | ) |                                          |
| <b>NUSIL WAGE AND HOUR CASES</b>           | ) | <b>JUDICIAL COUNCIL</b>                  |
|                                            | ) | <b>COORDINATION PROCEEDING</b>           |
| Coordinated Actions:                       | ) | <b>NO. 5203 BCB</b>                      |
|                                            | ) |                                          |
| Nathan Bell, et al. v. NuSil Technology    | ) | <b>[PROPOSED] ORDER GRANTING</b>         |
| LLC, et al, Superior Court of California,  | ) | <b>FINAL APPROVAL OF CLASS</b>           |
| County of Kern Case No. BCV-19-102982      | ) | <b>ACTION AND PAGA SETTLEMENT</b>        |
|                                            | ) | <b>AND FINAL JUDGMENT</b>                |
|                                            | ) |                                          |
| Jamie Rodriguez, et al. v. NuSil           | ) | Date: _____, 2024                        |
| Technology, LLC, et al., Superior Court of | ) | Time: 8:30 a.m.                          |
| California, County of Santa Barbara Case   | ) | Div: H                                   |
| No. 21CV01670                              | ) | Judge: Honorable Bernard C. Barmann, Jr. |
|                                            | ) |                                          |
|                                            | ) | <i>Bell</i> filed: October 21, 2019      |
|                                            | ) | <i>Rodriguez</i> filed: April 26, 2021   |
|                                            | ) | Trial date: None                         |
| _____                                      | ) |                                          |

1 The Motion for Final Approval of Class Action and PAGA Settlement (the “Final  
2 Approval Motion”) as set forth in the Joint Stipulation of Class Action and PAGA Settlement (the  
3 “Settlement Agreement”) came for hearing on \_\_\_\_\_, in Department H of the Superior  
4 Court of California, County of Kern, located at 1215 Truxtun Ave., Bakersfield, CA 93301. On  
5 \_\_\_\_\_, the Court entered an order granting preliminary approval of the settlement. The  
6 Final Approval Motion was unopposed by Defendants NuSil Technology LLC, Avantor  
7 Performance Materials, LLC (erroneously sued as Avantor Performance Materials, Inc.) and  
8 Avantor Fluid Handling, LLC (“Defendants”). Having considered the Final Approval Motion, the  
9 Settlement Agreement, the Declarations, and all other materials properly before the Court and  
10 having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds  
11 that the Settlement Agreement was entered by all parties in good faith, and the Settlement  
12 Agreement is approved. Due and adequate notice having been given to the Class, and the Court  
13 having considered the Settlement Agreement, all papers filed and proceedings had herein and all  
14 oral and written comments received regarding the proposed settlement, and having reviewed the  
15 record in this Litigation, and good cause appearing,

16 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

- 17 1. The Court grants final approval of the Settlement Agreement.
- 18 2. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all  
19 defined terms as set forth in the Settlement Agreement.
- 20 3. The Court has jurisdiction over the subject matter over this Action, the Class  
21 Representatives, the Class Members, and Defendants.
- 22 4. The Court finds that the distribution of the Class Notice, as provided for in the  
23 Order Granting Preliminary Approval of Class Action and PAGA Settlement, constituted the best  
24 notice practicable under the circumstances to all Class Members and fully met the requirements of  
25 California law and due process under the Constitution of the State of California and United States  
26 Constitution. Based on evidence and other material submitted, the actual notice to the Class was  
27 adequate and reasonably calculated, under the circumstances, to apprise Settlement Class Members

1 of the pendency of the action, the terms of the proposed settlement, and of their right to appear,  
2 object to, or exclude themselves from the proposed settlement.

3         5.       The Court finds that the instant Action presented a good faith dispute of the claims  
4 alleged, and the Court finds in favor of settlement approval. Specifically, the claims on behalf of  
5 the Class Members included the alleged (1) failure to pay all overtime; (2) failure to provide  
6 proper meal periods, or premium pay for non-compliant meal periods; (3) failure to authorize and  
7 permit rest periods, or premium pay for non-compliant rest periods; (4) failure to pay minimum  
8 wages; (5) failure to pay all wages on termination of employment; (6) failure to pay timely wages  
9 during employment; (7) failure to provide accurate wage statements; (8) failure to maintain  
10 requisite payroll records; (9) unreimbursed business expenses pursuant to Labor Code Sections  
11 2800 and 2802; (10) unfair business practices; and (11) claims for civil penalties under the  
12 California Private Attorneys General Act of 2004 (“PAGA”).

13         6.       \_\_\_\_\_ Class Members requested Exclusion from the Settlement following a full and  
14 fair opportunity to do so, so all Class Members are entitled to payment pursuant to the Settlement  
15 and this Judgment.

16         7.       \_\_\_\_\_ Class Members objected to the Settlement following a full and fair  
17 opportunity to participate in the Final Approval Hearing.

18         8.       The Court approves the Settlement, as set forth in the Settlement Agreement and  
19 each of the releases and other terms, as fair, just, reasonable, and adequate. The Parties are  
20 directed to perform in accordance with the terms set forth in the Settlement Agreement.

21         9.       The Parties are to bear their own costs, except as otherwise provided in the  
22 Settlement Agreement.

23         10.      For purposes of effectuating this Order and Judgment (including the Released  
24 Claims), this Court certifies and binds the following Settlement Class for settlement purposes  
25 only: All persons employed by Defendants in California as non-exempt hourly-paid employees at  
26 the Nusil facilities in Bakersfield and Carpinteria during the Class Period, defined as October 21,  
27 2015 through December 31, 2023. Settlement ¶ 1.3. Excluded from the Settlement Class are  
28

1 persons who validly and timely exclude themselves using the procedures set forth in the  
2 Settlement Agreement, as well as any judicial officer who presides over this matter and members  
3 of their family.

4       11. With respect to the Settlement Class and for purposes of approving this Settlement,  
5 this Court finds and concludes as follows: (a) the Class Members are ascertainable and so  
6 numerous that joinder of all members is impracticable; (b) there are questions of law or fact  
7 common to the Class Members, and there is a well-defined community of interest among the Class  
8 Members with respect to the subject matter of the Action; (c) the claims of the Class  
9 Representatives are typical of the claims of the Class Members; (d) the Class Representatives have  
10 fairly and adequately protected the interests of the Class Members; (e) a class action is superior to  
11 other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are  
12 qualified to serve as counsel for the Plaintiffs in their individual and representative capacities and  
13 for the Settlement Class.

14       12. The Court further finds that the Settlement is fair, adequate, and reasonable and in  
15 the best interests of the Class. The Court finds that the Parties reached the Settlement following  
16 meaningful discovery and investigation conducted by Class Counsel and that the Settlement is the  
17 result of serious, informed, adversarial, and arms-length negotiations between the Parties. In so  
18 finding, the Court has considered all of the evidence presented, including evidence regarding the  
19 strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the likely  
20 duration of further litigation; the amount offered in the Settlement; the extent of investigation and  
21 discovery completed; and the experience and views of Class Counsel.

22       13. By this Judgment, the Class Representatives shall release, relinquish, and  
23 discharge, and each of the Settlement Class Members shall be deemed to have, and by operation of  
24 the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all  
25 Released Claims, as defined in the Settlement Agreement.

26       14. Neither the Settlement Agreement nor the Settlement contained therein, nor any act  
27 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the  
28

1 Settlement (i) is or may be deemed to be or may be used by the Plaintiffs or Class Members as an  
2 admission of, or evidence of, the validity of any of the Class Members' Released Claims, or of any  
3 wrongdoing or liability of Defendants or any of the other Released Parties; or (ii) is or may be  
4 deemed to be or may be used by the Plaintiffs or Class Members as an admission of, or evidence  
5 of, any fault or omission of Defendants or any of the other Released Parties in any civil, criminal,  
6 or administrative proceeding in any court, administrative agency, or other tribunal.

7 15. Plaintiffs and all Class Members, shall have, by operation of this Order and Final  
8 Judgment, fully, finally and forever released, relinquished and discharged Released Parties from  
9 all Settled Claims, as set forth in the Settlement Agreement. Class Members shall be forever  
10 barred and enjoined from prosecuting any of the Settled Claims against the Released Parties  
11 whether or not they actually receive or cash individual Settlement Payment checks or individual  
12 PAGA Payment checks and shall not be entitled to any further payment or any personal relief of  
13 any kind from any Released Parties including any payment for damages, wages, compensation,  
14 commissions, fees, costs, reimbursements, penalties, or interest on account of the Settled Claims.

15 16. The State of California, including the California Labor and Workforce  
16 Development Agency ("LWDA"), by and through Plaintiff Jamie Rodriguez, a PAGA  
17 Representative, shall by operation of this Order and Final Judgment, fully, finally and forever  
18 released, relinquished and discharged Released Parties from all settled PAGA Claims, as set forth  
19 in the Settlement Agreement.

20 17. The Maximum Settlement Amount to be paid under the Settlement Agreement is  
21 \$3,750,000.00. From this amount, Class Counsel collectively sought an award of attorney fees of  
22 up to \$1,312,500.00, litigation expenses of up to \$19,000.00, third party administration costs of up  
23 to \$14,500.00, a Service Payment to Plaintiffs of \$15,000.00 each for a total of \$30,000.00, and  
24 \$25,000.00 for PAGA penalties, \$18,750.00 of which is paid to the California Labor and  
25 Workforce Development Agency ("LWDA") and \$6,250.00 to eligible aggrieved employees who  
26 were employed during the PAGA Period as set forth in the Settlement Agreement. Defendants do  
27 not oppose these requests.

18. The Court finds that the amounts for the attorney fees, litigation costs and expenses, third party administration costs, Service Payment, and allocation toward PAGA penalties are fair, reasonable, and appropriate in light of the services and work performed, costs incurred and to be incurred, and the results achieved in this Action.

19. The Court finds that the Settlement Amount is fair, reasonable and adequate, and awards the payments set forth below from the Settlement Amount:

A) \$1,312,500.00 to Class Counsel for attorney fees;

B) up to \$19,000.00 to Class Counsel for litigation costs and expenses;

C) up to \$14,500.00 to Simpluris, Inc. for third party administration costs;

D) \$30,000.00 to Plaintiffs as Service Payments (comprised of \$15,000.00 to each Plaintiff);

E) \$18,750.00 to paid to the California Labor and Workforce Development Agency (“LWDA”), representing 75% of the amount allocated toward PAGA civil penalties (the remaining 25% of PAGA civil penalties, in the amount of \$6,250.00, will be part of the Net Settlement Amount for distribution to the PAGA aggrieved employees on a *pro rata* basis who were employed during the PAGA Period as set forth in the Settlement Agreement); and

F) After deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Fund payable to the Settlement Class Members and aggrieved employees as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

20. The Settlement Administrator is directed to calculate the Class Members' Individual Payment Amounts and the PAGA Aggrieved Employees' share of the \$6,250.00 of the PAGA Penalty Payment from the Net Settlement Fund and issue all payments within and in accordance with the Settlement Agreement and the timeline set forth below:

|             |                           |
|-------------|---------------------------|
| _____, 2024 | The Effective Date occurs |
|-------------|---------------------------|

|    |                                                                                            |                                                                                                                                                                                                                                                                     |
|----|--------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | _____, 2024                                                                                | The Settlement Administrator shall provide Defendants with wiring instructions for funding the QSF and the amount for employer-side taxes relating to the wage payments of the Individual Payment Amounts.                                                          |
| 2  | _____                                                                                      |                                                                                                                                                                                                                                                                     |
| 3  | _____                                                                                      |                                                                                                                                                                                                                                                                     |
| 4  | _____                                                                                      |                                                                                                                                                                                                                                                                     |
| 5  | _____, 2024                                                                                | Defendants funds the QSF                                                                                                                                                                                                                                            |
| 6  | _____                                                                                      |                                                                                                                                                                                                                                                                     |
| 7  | _____, 2024                                                                                | The Settlement Administrator shall issue payments to the Settlement Class Members, Class Counsel, Plaintiffs, the LWDA and itself.                                                                                                                                  |
| 8  | _____                                                                                      |                                                                                                                                                                                                                                                                     |
| 9  | _____, 2024                                                                                | Deadline for Class Members to cash checks for first issuance of Settlement Proceeds. Settlement Administrator shall redistribute the uncashed Settlement Proceeds to Class Members and aggrieved employees who cashed their payments from the initial distribution. |
| 10 | _____                                                                                      |                                                                                                                                                                                                                                                                     |
| 11 | _____                                                                                      |                                                                                                                                                                                                                                                                     |
| 12 | _____                                                                                      |                                                                                                                                                                                                                                                                     |
| 13 | _____, 2024                                                                                | Deadline for Class Members to cash checks for second issuance of Settlement Proceeds. Settlement Administrator shall issue the uncashed check fund to the State Bar of California's Justice Gap Fund.                                                               |
| 14 | (90 days after date of first issuance of settlement check by the Settlement Administrator) |                                                                                                                                                                                                                                                                     |
| 15 | _____                                                                                      |                                                                                                                                                                                                                                                                     |
| 16 | _____, 2024                                                                                | Class Counsel shall file a declaration from the Settlement Administrator setting forth the disbursements that were actually made.                                                                                                                                   |
| 17 | _____                                                                                      |                                                                                                                                                                                                                                                                     |
| 18 | _____                                                                                      |                                                                                                                                                                                                                                                                     |
| 19 | _____                                                                                      |                                                                                                                                                                                                                                                                     |

20           21.     Ninety (90) calendar days after the first issuance of Settlement Proceeds,  
21     undeposited checks from the initial distribution of Settlement Proceeds will be redistributed to  
22     Class Members and aggrieved employees who cashed their payments from the initial distribution  
23     of Settlement Proceeds. Ninety (90) calendar days after the second issuance of Settlement  
24     Proceeds, undeposited checks from the second distribution will be cancelled and voided.  
25     Settlement Proceeds remaining be delivered to the State Bar of California's Justice Gap Fund by  
26     the Settlement Administrator.

1           22.     This document shall constitute a Judgment for purposes of California Rule of Court  
2 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class  
3 Representatives, the Class Members, and Defendants for the purposes of supervising the  
4 implementation, enforcement, construction, administration, and interpretation of the Settlement  
5 Agreement and this Judgment.

6  
7           **IT IS SO ORDERED.**

8  
9 DATED: \_\_\_\_\_

\_\_\_\_\_  
Honorable Bernard C. Barmann, Jr.  
Judge of the Superior Court

# **EXHIBIT 2**

## **NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**

**Superior Court of California, County of Kern**  
***Nathan Bell and Jamie Rodriguez v. NuSil Technology LLC, et al.***  
**Case No. JCCP5203BCB**

This Notice provides important information about a proposed settlement in the class action lawsuit brought by Nathan Bell and Jamie Rodriguez (“Plaintiffs”) against NuSil Technology LLC, Avantor Performance Materials, LLC (erroneously sued as Avantor Performance Materials, Inc.) and Avantor Fluid Handling, LLC (“Defendants”) and your right to participate in, exclude yourself from, or object to the settlement.

### **A. Summary of the Claims**

Plaintiffs contend that Defendants violated various provisions of the California Labor Code by its alleged: (1) failure to pay all overtime; (2) failure to provide proper meal periods, or premium pay for non-compliant meal periods; (3) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (4) failure to pay minimum wages; (5) failure to pay all wages on termination of employment; (6) failure to pay timely wages during employment; (7) failure to provide accurate wage statements; (8) failure to maintain requisite payroll records; (9) unreimbursed business expenses pursuant to Labor Code Sections 2800 and 2802; and (10) unfair business practices. Plaintiffs also assert a claim for civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”) based on the foregoing alleged violations by Defendants. PAGA authorizes aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for Labor Code violations. Plaintiffs seek to recover on behalf of themselves and other Class Members, wages, missed meal and rest break premiums, penalties, interest, costs, and attorney fees.

Defendants deny all of Plaintiffs’ claims and maintains that they have complied with all applicable laws. Specifically, Defendants contend that they correctly compensated Class Members for all compensable work hours at the appropriate regular and premium rates; provided Class Members with proper meal and rest periods or paid required premiums for missed or non-compliant breaks; provided Class Members with compliant wage statements and maintained requisite payroll records; timely paid Class Members all wages owing during their employment and at the time of termination; and reimbursed Class Members for all business expenses. Defendants further contend that for any purpose other than settlement, this action is not appropriate for class treatment.

The Court has not decided if Defendants violated any laws or if Plaintiffs or Class Members are entitled to any money or other relief. The Court has only determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and any final determination of those issues will be made at the final hearing.

## **B. Why You Are Receiving This Notice**

On \_\_\_\_\_, 2024, the Superior Court of California, County of Kern (“the Court”) preliminarily approved a class action settlement of the lawsuit on behalf of all persons who have been employed by Defendants in California at the Nusil facilities in Bakersfield and Carpinteria as hourly paid employees eligible for overtime, rest and meal breaks, and subject to California’s minimum wage laws (collectively “Class Members” or “employees”) during the period at any time beginning October 21, 2015 through December 31, 2023 (“Class Period”). According to Defendants’ records, you are a Class Member. Because you are a Class Member, you have the right to participate in, object to, or exclude yourself from the settlement. This Notice explains your legal rights and options with respect to the settlement.

## **C. The Terms of the Settlement**

Defendants have agreed to pay a maximum Gross Settlement Fund of \$3,750,000.00 in exchange for a release of the claims asserted by Plaintiffs and Class Members in the lawsuit. Out of the Gross Settlement Fund, Class Counsel will be requesting the Court to award it up to \$1,312,500.00 in attorney fees, up to \$19,000.00 in litigation costs, a Service Payment to Plaintiffs of up to \$15,000.00 to each Plaintiff for a total of \$30,000.00, up to \$14,500.00 in third party administration costs, and \$25,000.00 allocated to PAGA penalties, 75% of which, or \$18,750.00 will be paid to the Labor Workforce Development Agency (“LWDA”) under PAGA. It is estimated that after deducting the attorney fees, litigation costs, Service Payment, administration costs, and amount allocated to PAGA penalties to the LWDA from the Gross Settlement Fund, at least \$2,355,250.00.00 in payments (“Net Settlement Amount”) will be available for distribution to Class Members, including those employed during the PAGA Period as defined below.

The Net Settlement Amount, less the \$6,250.00 from the amount allocated to PAGA as described below, will be divided among Class Members as follows: To determine your share of the Net Settlement Amount, the Net Settlement Amount will be divided by the total number of weeks during which the Settlement Class Members worked three or more calendar days as employees in California during the Class Period, multiplied by the number of weeks during which you worked three or more calendar days as an employee in California during the Class Period. Unless you exclude yourself from the settlement as explained below, you will receive a settlement payment.

In addition, \$6,250.00 from the amount allocated to PAGA will be paid to Class Members who were employed with Defendants as employees in California at any time during the period of February 11, 2020 through December 31, 2023 (“PAGA Period”). If you worked during the PAGA Period, to determine your share of the PAGA settlement, the PAGA settlement will be divided by the total number of weeks worked by all eligible Class Members as employees in California during the PAGA Period during which the eligible Class Members worked three or more calendar days, multiplied by the number of weeks during which you worked as an employee three or more calendar days in California during the PAGA Period. You will receive your portion for the PAGA settlement even if you request exclusion from the settlement. You may neither object nor opt out of the PAGA settlement. These PAGA penalty payments will be reported on a Form 1099.

## D. Your Options

You have three options: (1) participate in the settlement and not object to the settlement; (2) participate in the settlement and object to the settlement; or (3) request exclusion from the settlement.

If you choose to participate in the settlement (i.e., remain in the Class), you may also object to the settlement, as explained below. If you remain in the Class, you will be represented by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the settlement. If you remain in the Class, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described below.

### 1. Participate in the Settlement

Under the settlement, you will receive a settlement payment unless you request exclusion from the settlement. **According to Defendants' records, you worked \_\_\_\_ qualifying weeks during the Class Period as an employee in California. As such, your settlement payment is estimated to be \$\_\_\_\_\_.** The recovery by different Class Members will vary based on the number of weeks worked.

Even if you request exclusion, you will receive a portion of the PAGA settlement if you worked during the PAGA Period, which is at any time from February 11, 2020 through December 31, 2023. You cannot object or opt out of the PAGA settlement. **According to Defendants' records, you worked \_\_\_\_ qualifying weeks during the PAGA Period as an employee in California. As such, your share of the PAGA settlement is estimated to be \$\_\_\_\_\_.** The recovery by different employees will vary based on the number of weeks worked.

If you believe that the number of weeks worked is incorrect, you should provide the Settlement Administrator with an explanation, along with any documentation relating to your disagreement by no later than \_\_\_\_, 2024. If there is a dispute about the number of weeks you worked, the Settlement Administrator will review the Defendants' records and your records to attempt to resolve the dispute.

You should send your explanation and documentation regarding any dispute to the Settlement Administrator at the following address:

\_\_\_\_ Class Action Settlement Administrator  
c/o Simpluris, Inc.  
P.O. Box \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
(\_\_\_\_) \_\_\_\_-\_\_\_\_

Settlement checks will be mailed, so if your address changes, you should inform the Settlement Administrator of the change. Your settlement payment will be mailed to you some time after the Court grants final approval of the settlement at the Final Approval Hearing.

33.33% of your settlement payment is allocated to wages, and taxes will be withheld from that portion and will be reported on a W-2. The remaining 66.67% of your settlement payment is allocated to non-wages and interest. No taxes will be withheld from this portion and will be reported on a 1099. If you received a portion of the PAGA settlement, no taxes will be withheld from this portion and will be reported on a 1099. Settlement Class Members are responsible for the proper income tax treatment of their settlement payments. The Settlement Administrator, Defendants and their counsel, and Plaintiffs and Class Counsel cannot and are not providing tax advice concerning the tax consequences and treatment of any settlement payment received by Settlement Class Members.

Settlement checks will be voided after 90 days and redistributed to the Class Members and aggrieved employees who cashed their payments from the initial distribution. Ninety (90) days after the second issuance and redistribution of remaining Settlement Proceeds, undeposited checks from that second distribution will be cancelled and voided. Settlement Proceeds remaining after the second issuance, along with any amounts that would have been paid to Class Members who request exclusion, will be delivered to the State Bar of California's Justice Gap Fund by the Settlement Administrator, or shall otherwise be distributed as ordered by the Court.

## **2. Object to the Settlement**

If you do not exclude yourself from the settlement, you have the right to object to the settlement. To do so, mail your Objection to the Settlement Administrator at the address noted above and postmarked no later than \_\_\_\_\_, 2024. You must sign the Objection, reference the case name and case number JCCP5203BCB, and state all of the following: (1) your full name; (2) the grounds for the objection; and (3) any legal briefs, papers, or memoranda you propose to submit to the Court. Class Members who fail to object in the manner specified above still have the right to appear in Court at the Final Approval Hearing to state their objection(s). Class Counsel will provide the Court with your objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection.

You may elect to appear in Court at the Final Approval Hearing to state your objections if you do not make your written objection in the manner specified above. You are not required to appear in Court. Absent good cause found by the Court, if you do not submit a written objection OR appear in Court to object at the Final Approval Hearing, you will be deemed to have waived your right to object and shall be foreclosed from making any objections to the settlement whether by appeal or otherwise.

## **3. Exclude Yourself from the Settlement**

If you wish to exclude yourself from the settlement, you must mail to the Settlement Administrator a valid request for Exclusion, which is a request to be excluded from the settlement. The Exclusion should state, in effect, that you wish to be excluded from the settlement in the class action lawsuit. The Exclusion must include your full name, address, and telephone number, the name and case number JCCP5203BCB, and your signature. The Exclusion must be postmarked no later than \_\_\_\_\_, 2024, and mailed to the Settlement Administrator at the address noted above. If you exclude yourself from the settlement, you will not be entitled to recover any settlement payment except your share of the PAGA settlement if you worked during the PAGA

Period. You will also not be allowed to object to the settlement, but you will retain the right to bring any claims you may have against Defendants.

#### **E. Release of Claims**

Unless you timely exclude yourself from the settlement, upon the final approval by the Court of this Settlement Agreement, and except as to such rights or claims as may be created by this Settlement Agreement, each Class Member who has not timely requested exclusion from the Settlement, fully releases and discharges Defendants, and any of their past, present, or future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates, as well as each of their past, present, and future officers, directors, employees, partners, members, shareholders, and agents, attorneys, insurers, and reinsurers (collectively “Released Parties”), from any and all claims, demands, rights, liabilities, actions, grievances, demands for arbitration, and causes of action, of every nature and description, that were or could have been asserted based on the facts alleged in the Operative Complaints, including any state or federal claims relating to the failure to pay wages and overtime, failure to provide meal or rest breaks, failure to provide accurate and complete wage statements, failure to keep requisite payroll records, failure to timely pay employees during employment or at termination, failure to reimburse employees for business expenses, unfair competition, waiting time penalties, PAGA penalties on the underlying alleged Labor Code violations, interest, attorney fees, or any other alleged known or unknown wage and hour violations that were alleged or could reasonably have been alleged based on arising out of the acts, facts, transactions, occurrences, representations, or omissions that were asserted in the Lawsuit (“Released Claims”).

#### **F. Final Approval Hearing**

The Court has scheduled a Final Approval Hearing for \_\_\_\_\_, 2024, at \_\_\_\_\_ a.m. in Department H of the Superior Court of California, County of Kern, located at 1215 Truxtun Ave., Bakersfield, CA 93301. At the Final Approval Hearing, the Court will decide whether to grant final approval of the settlement. The Court will also rule on the application by Plaintiffs for an award of attorney fees, litigation costs, administration costs, payment to the LWDA, and a Service Payment to Plaintiffs. You have the right to attend the Final Approval Hearing and address the Court. You also have the right to retain an attorney at your own expense to speak on your behalf. You are not required to attend the Final Approval Hearing.

#### **G. Where to Get More Information**

If you want more information about the lawsuit or the settlement, you can contact Class Counsel or any other advisor of your choice. You can also view and obtain copies of lawsuit and related documents, including the Joint Stipulation of Class Action and PAGA Settlement attached as Exhibit 1 to the April 4, 2024 Declaration of Graham B. LippSmith in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement (filed on April 4, 2024), in the Court’s file by going to the Clerk’s office at the Superior Court of California, County of Kern, located at 1215 Truxtun Ave., Bakersfield, CA 93301 or online at <https://www.kern.courts.ca.gov/online-services/request-case-documents>. DO NOT CONTACT

THE JUDGE OR JUDGE'S COURTROOM CLERK. Below is the contact information for the lawyers representing the Parties and for the Clerk of the Court.

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Joanna Ghosh  
Brian St. John  
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MaryBeth LippSmith  
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Email: [jagoldberg@littler.com](mailto:jagoldberg@littler.com)

BY ORDER OF THE COURT ENTERED ON \_\_\_\_\_, 2024.

# **EXHIBIT 3**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF KERN**

**Coordination Proceeding  
Special Title (Rule 3.550)**

## NUSIL WAGE AND HOUR CASES

### Coordinated Actions:

Nathan Bell, et al. v. NuSil Technology  
LLC, et al, Superior Court of California,  
County of Kern Case No. BCV-19-102982

Jamie Rodriguez, et al. v. NuSil  
Technology, LLC, et al., Superior Court of  
California, County of Santa Barbara Case  
No. 21CV01670

**CLASS ACTION**

**JUDICIAL COUNCIL  
COORDINATION PROCEEDING  
NO. 5203 BCB**

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF  
CLASS ACTION AND PAGA  
SETTLEMENT**

Date: April 26, 2024

Time: 8:30 a.m.

Div: H

Judge: Honorable Bernard C. Barmann, Jr.

*Bell* filed: October 21, 2019

Rodriguez filed: April 26, 2021

Trial date: None

1 On April 26, 2024, the Honorable Bernard C. Barmann, Jr. considered Plaintiffs Nathan  
2 Bell and Jamie Rodriguez’s (“Plaintiffs”) Motion for Preliminary Approval of Class Action and  
3 PAGA Settlement (“Preliminary Approval Motion”), Declarations of Brian St. John (Plaintiffs’  
4 Counsel), Graham B. LippSmith (Plaintiffs’ Counsel), Kevin T. Barnes (Plaintiffs’ Counsel),  
5 Raphael A. Katri (Plaintiffs’ Counsel), Eric Springer (Settlement Administrator), Nathan Bell  
6 (Plaintiff), and Jamie Rodriguez (Plaintiff); the Joint Stipulation of Class Action and PAGA  
7 Settlement (“Settlement Agreement”); Notice of Class Action Settlement (“Class Notice”); and  
8 other documents submitted in support of the Preliminary Approval Motion.

9 Celene Chan Andrews of LippSmith LLP and Kevin T. Barnes of Law Offices of Kevin  
10 T. Barnes appeared for and on behalf of Plaintiffs and the Putative Class; Keith A. Jacoby of  
11 Littler Mendelson, P.C. appeared on behalf of Defendants NuSil Technology LLC, Avantor  
12 Performance Materials, LLC (erroneously sued as Avantor Performance Materials, Inc.) and  
13 Avantor Fluid Handling, LLC (“Defendants”).

14 Having considered the Preliminary Approval Motion, the Declarations, and all supporting  
15 legal authorities and documents, the Court orders as follows:

16 **IT IS HEREBY ORDERED THAT:**

- 17 1. The Court grants preliminary approval of the Settlement Agreement.
- 18 2. This Order incorporates by reference the definitions in the Settlement Agreement,  
19 attached as **Exhibit 1** to the Declaration of Graham B. LippSmith in Support of Plaintiffs’ Motion  
20 for Preliminary Approval of Class Action and PAGA Settlement. All terms defined therein shall  
21 have the same meaning in this Order as set forth in the Settlement Agreement.
- 22 3. For settlement purposes only, the Court provisionally certifies the following  
23 Settlement Class: Class Members include all persons employed by Defendants in California as  
24 non-exempt hourly paid employees at the Nusil facilities in Bakersfield and Carpinteria during the  
25 Class Period, defined as October 21, 2015 through December 31, 2023. Settlement ¶ 1.3. Excluded  
26 from the Settlement Class are persons who validly and timely exclude themselves using the  
27 procedures set forth in the Settlement Agreement.

1           4.       The Court preliminarily appoints named Plaintiffs Nathan Bell and Jamie  
2 Rodriguez as Class Representatives.

3           5.       The Court preliminarily appoints Graham B. LippSmith, MaryBeth LippSmith, and  
4 Celene Chan Andrews of LippSmith LLP, Arby Aiwasian, Joanna Ghosh, and Brian St. John of  
5 Lawyers *for* Justice, Kevin T. Barnes of Law Offices of Kevin T. Barnes, and Raphael A. Katri of  
6 Law Offices of Raphael A. Katri as Class Counsel. For purposes of these settlement proceedings,  
7 the Court finds Plaintiffs' Counsel adequate, competent, and capable of performing their  
8 responsibilities as Class Counsel.

9           6.       The Court preliminarily approves the proposed class Settlement upon the terms and  
10 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the  
11 Settlement appears to be within the range of reasonableness of settlement that the Court could  
12 ultimately grant final approval. It appears to the Court, on a preliminary basis, that the Settlement  
13 amount is fair, adequate, and reasonable as to all potential Class Members when balanced against  
14 the probable outcome of further litigation relating to liability and damages issues. It further  
15 appears that the Parties have conducted extensive and costly investigation and research, such that  
16 counsel for the Parties are reasonably able to evaluate their respective positions at this time. It  
17 further appears to the Court that the Settlement will avoid the Parties incurring substantial  
18 additional costs, as well as the delay and risks that further prosecution of the Action would  
19 present. It further appears that the Settlement has been reached as the result of intensive, non-  
20 collusive, arm's-length negotiations utilizing an experienced mediator. Preliminary approval is not  
21 a final finding that the Settlement Agreement is fair, reasonable, and adequate. Instead, the Court  
22 has determined that reasonable cause exists to submit the proposed Settlement Agreement to  
23 Settlement Class Members and to hold a hearing on the fairness of the proposed settlement and on  
24 final approval of the settlement ("Final Approval Hearing").

25           7.       The Court approves, as to form and content, the proposed Class Notice attached  
26 hereto as **Exhibit A**. The proposed Class Notice (a) provides the best practicable notice under the  
27 circumstances; (b) is reasonably calculated, under the circumstances, to apprise Settlement Class  
28 Members of the pendency of the action, the terms of the proposed settlement, and of their right to

1 appear, object to, or exclude themselves from the proposed settlement; (c) is reasonable and  
2 constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and  
3 (d) complies fully with the requirements of the California Rules of Court, the California Code of  
4 Civil Procedure, the California Civil Code, the Constitution of the State of California, the United  
5 States Constitution, and any other applicable law.

6         8.       The Court directs the mailing of the Class Notice by first-class mail to the Class  
7 Members in accordance with the schedule and procedures set forth in the Settlement Agreement.  
8 Any Form shall be submitted to the Settlement Administrator rather than filed with the Court.

9         9.       The Court hereby preliminarily approves the definition and disposition of the  
10 Maximum Settlement Amount of \$3,750,000.00, which is inclusive of payment of attorney fees  
11 not to exceed \$1,312,500.00 (35% of the Maximum Settlement Amount); litigation costs not to  
12 exceed \$19,000.00; third party administration costs of up to \$14,500.00; Service Payment of  
13 \$30,000.00 to Plaintiffs (comprised of \$15,000.00 to each Plaintiff); and PAGA penalties of  
14 \$25,000.00 (of which 75% or \$18,750.00 will be paid to the LWDA and 25% or \$6,250.00 will be  
15 paid to eligible Class Members). The Net Settlement Amount will be distributed pro rata to  
16 Settlement Class Members and Aggrieved Employees with 33.33% of the Individual Payment  
17 Amounts allocated to disputed wages, for which Settlement Class Members shall receive a W-2  
18 form, and 66.67% of the Individual Payment Amounts allocated to disputed penalties and interest,  
19 for which Settlement Class Members shall receive a 1099 Form. Defendants shall pay the  
20 employer's share of payroll taxes on the portion of the Maximum Settlement Amount payable to  
21 Settlement Class Members as wages, in addition to the Maximum Settlement Amount.

22         10.       The Court appoints Simpluris, Inc. ("Simpluris") as the Settlement Administrator  
23 and approves payment of Settlement Administration costs to be paid from the Maximum  
24 Settlement Amount for services to be rendered by Simpluris on behalf of the Class. Concurrently  
25 with the filing of the motion for final approval, the Settlement Administrator shall prepare and  
26 submit to Class Counsel and Defendants' Counsel a declaration attesting to the completion of the  
27 notice process as set forth in the Settlement Agreement, including an explanation of efforts to  
28 resend any Class Notice returned undeliverable and the total number of opt-outs and objections

1 received before and after the deadline. The declaration shall also authenticate a copy of every  
2 Exclusion Form and Objection Form the Settlement Administrator receives.

3       11.     The Court directs Defendants to provide the Settlement Administrator with the  
4 “Class List” for Class Members providing the following information: name, last known mailing  
5 address, last known email address, last known telephone number, Social Security number, and the  
6 total number of workweeks in California as a nonexempt employee during the Class Period and  
7 PAGA Period. Defendants shall provide the Class List as referenced herein to the Settlement  
8 Administrator in accordance with the procedure and deadlines set forth in the Settlement  
9 Agreement within fourteen (14) calendar days of this Order.

10       12.     The Settlement Administrator shall use the National Change of Address database  
11 (U.S. Postal Service) to check for updated addresses for Class Members and shall then mail, via  
12 first class U.S. mail, the Class Notice to Class Members as approved in paragraph 7 herein, in  
13 accordance with the procedure and deadlines set forth in the Settlement Agreement. The  
14 Settlement Administrator shall mail the Notice within ten (10) calendar days of receipt of the  
15 Class List and Information for the Class. The deadline by which Class Members may dispute the  
16 number of workweeks, opt out, or object shall be forty-five (45) calendar days from the date of the  
17 Settlement Administrator’s mailing of the Class Notice.

18       13.     Any Class Member or aggrieved employee who wants to dispute the number of  
19 workweeks they worked as a non-exempt employee in California during the Class Period and/or  
20 PAGA Period must timely provide the Settlement Administrator with additional information and  
21 documentation (“Dispute”), as set forth in the Settlement Agreement. Any Class Member or  
22 aggrieved employee submitting a dispute must submit a workweek dispute with the following  
23 information: (1) the full name of the Class Member or aggrieved employee; (2) the number of  
24 workweeks the Class Member or aggrieved employee contends is correct; (3) and attaching any  
25 documentation to support their contended number of workweeks. In the event of any Dispute, the  
26 Settlement Administrator shall consult with the Parties to determine whether an adjustment to the  
27 number of workweeks a Class Member or aggrieved employee worked is warranted. The Court  
28 will resolve any Dispute the Settlement Administrator and/or the Parties do not resolve. Prior to

1 raising a Dispute with the Court, counsel for the Parties shall confer in good faith to resolve the  
2 Dispute to avoid the necessity of involving the Court.

3       14. Any Class Member who desires to opt out or be excluded from the Settlement must  
4 timely submit a written request for exclusion in accordance with the Class Notice. All such  
5 persons who properly and timely exclude themselves from the Settlement shall not be Class  
6 Members and shall have no rights with respect to the settlement, no interest in the settlement  
7 proceeds, and no standing to object to the proposed settlement. However, Class Members who  
8 request exclusion but were employed during the PAGA Period, as defined in the Settlement  
9 Agreement, will receive their pro rata portion of the PAGA settlement upon final approval of the  
10 Settlement.

11       15. Any Class Member who wishes to object to the Settlement must either serve a  
12 written objection on the Settlement Administrator or appear at the Final Approval Hearing to  
13 object. The Settlement Administrator will email a copy of any written objections to Class Counsel  
14 and counsel for Defendants. Class Counsel will file any objections with the Court. The objection  
15 should set forth the factual and legal basis for the objection in a clear and concise manner. Class  
16 Members who fail to object in the manner specified above still have the right to appear in Court at  
17 the Final Approval Hearing to state their objections. Absent good cause found by the Court, any  
18 Class Member who fails to make their objection in the manner provided for in this Order shall be  
19 deemed to have waived such objection and shall forever be foreclosed from making any objection  
20 to or appeal the fairness, reasonableness, or adequacy of the Settlement as incorporated in the  
21 Settlement Agreement, or to the award of attorney fees, costs, or Service Payment to Plaintiffs.

22       16. The Parties shall file a single Motion with documents in support of a finding of  
23 Final Approval and Fairness of the Settlement, inclusive of supporting documents in support of  
24 any requested Fee and Costs Award, no later than fourteen (14) court days before the Final  
25 Approval and Fairness hearing.

26       17. A Final Approval Hearing shall be held with the Court on \_\_\_\_\_, 2024  
27 at 8:30 a.m., in Department H of the Superior Court of California, County of Kern, located at 1215  
28 Truxtun Ave., Bakersfield, CA 93301, to determine (1) whether the proposed Settlement is fair,

1 reasonable, and adequate and whether the Court should grant final approval of the Settlement;  
2 (2) the amount of attorney fees and costs to award Class Counsel; (3) the amount for third party  
3 administration costs; (4) payment to the LWDA and (5) the amount of a Service Payment to the  
4 Plaintiffs. The Settlement Administrator shall provide Notice of any continuance of the Final  
5 Approval Hearing to any Class Members who have submitted an objection to the Settlement.

6 18. In the event the Settlement does not become effective in accordance with the terms  
7 of the Settlement, or the Settlement is not finally approved, is terminated, cancelled, or fails to  
8 become effective for any reason, this Order shall be rendered null and void and shall be vacated,  
9 and the Parties shall revert to their respective positions as of the commencement of the Action. In  
10 any such circumstance, the Parties will be free to assert any claim or defense that could have been  
11 asserted at the outset of the Action.

12  
13 **IT IS SO ORDERED.**

14  
15  
16 DATED: \_\_\_\_\_

\_\_\_\_\_  
Honorable Bernard C. Barmann, Jr.  
Judge of the Superior Court

# **EXHIBIT A**

## **NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**

### **Superior Court of California, County of Kern *Nathan Bell and Jamie Rodriguez v. NuSil Technology LLC, et al.* Case No. JCCP5203BCB**

This Notice provides important information about a proposed settlement in the class action lawsuit brought by Nathan Bell and Jamie Rodriguez (“Plaintiffs”) against NuSil Technology LLC, Avantor Performance Materials, LLC (erroneously sued as Avantor Performance Materials, Inc.) and Avantor Fluid Handling, LLC (“Defendants”) and your right to participate in, exclude yourself from, or object to the settlement.

#### **A. Summary of the Claims**

Plaintiffs contend that Defendants violated various provisions of the California Labor Code by its alleged: (1) failure to pay all overtime; (2) failure to provide proper meal periods, or premium pay for non-compliant meal periods; (3) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (4) failure to pay minimum wages; (5) failure to pay all wages on termination of employment; (6) failure to pay timely wages during employment; (7) failure to provide accurate wage statements; (8) failure to maintain requisite payroll records; (9) unreimbursed business expenses pursuant to Labor Code Sections 2800 and 2802; and (10) unfair business practices. Plaintiffs also assert a claim for civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”) based on the foregoing alleged violations by Defendants. PAGA authorizes aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for Labor Code violations. Plaintiffs seek to recover on behalf of themselves and other Class Members, wages, missed meal and rest break premiums, penalties, interest, costs, and attorney fees.

Defendants deny all of Plaintiffs’ claims and maintains that they have complied with all applicable laws. Specifically, Defendants contend that they correctly compensated Class Members for all compensable work hours at the appropriate regular and premium rates; provided Class Members with proper meal and rest periods or paid required premiums for missed or non-compliant breaks; provided Class Members with compliant wage statements and maintained requisite payroll records; timely paid Class Members all wages owing during their employment and at the time of termination; and reimbursed Class Members for all business expenses. Defendants further contend that for any purpose other than settlement, this action is not appropriate for class treatment.

The Court has not decided if Defendants violated any laws or if Plaintiffs or Class Members are entitled to any money or other relief. The Court has only determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and any final determination of those issues will be made at the final hearing.

## **B. Why You Are Receiving This Notice**

On \_\_\_\_\_, 2024, the Superior Court of California, County of Kern (“the Court”) preliminarily approved a class action settlement of the lawsuit on behalf of all persons who have been employed by Defendants in California at the Nusil facilities in Bakersfield and Carpinteria as hourly paid employees eligible for overtime, rest and meal breaks, and subject to California’s minimum wage laws (collectively “Class Members” or “employees”) during the period at any time beginning October 21, 2015 through December 31, 2023 (“Class Period”). According to Defendants’ records, you are a Class Member. Because you are a Class Member, you have the right to participate in, object to, or exclude yourself from the settlement. This Notice explains your legal rights and options with respect to the settlement.

## **C. The Terms of the Settlement**

Defendants have agreed to pay a maximum Gross Settlement Fund of \$3,750,000.00 in exchange for a release of the claims asserted by Plaintiffs and Class Members in the lawsuit. Out of the Gross Settlement Fund, Class Counsel will be requesting the Court to award it up to \$1,312,500.00 in attorney fees, up to \$19,000.00 in litigation costs, a Service Payment to Plaintiffs of up to \$15,000.00 to each Plaintiff for a total of \$30,000.00, up to \$14,500.00 in third party administration costs, and \$25,000.00 allocated to PAGA penalties, 75% of which, or \$18,750.00 will be paid to the Labor Workforce Development Agency (“LWDA”) under PAGA. It is estimated that after deducting the attorney fees, litigation costs, Service Payment, administration costs, and amount allocated to PAGA penalties to the LWDA from the Gross Settlement Fund, at least \$2,355,250.00.00 in payments (“Net Settlement Amount”) will be available for distribution to Class Members, including those employed during the PAGA Period as defined below.

The Net Settlement Amount, less the \$6,250.00 from the amount allocated to PAGA as described below, will be divided among Class Members as follows: To determine your share of the Net Settlement Amount, the Net Settlement Amount will be divided by the total number of weeks during which the Settlement Class Members worked three or more calendar days as employees in California during the Class Period, multiplied by the number of weeks during which you worked three or more calendar days as an employee in California during the Class Period. Unless you exclude yourself from the settlement as explained below, you will receive a settlement payment.

In addition, \$6,250.00 from the amount allocated to PAGA will be paid to Class Members who were employed with Defendants as employees in California at any time during the period of February 11, 2020 through December 31, 2023 (“PAGA Period”). If you worked during the PAGA Period, to determine your share of the PAGA settlement, the PAGA settlement will be divided by the total number of weeks worked by all eligible Class Members as employees in California during the PAGA Period during which the eligible Class Members worked three or more calendar days, multiplied by the number of weeks during which you worked as an employee three or more calendar days in California during the PAGA Period. You will receive your portion for the PAGA settlement even if you request exclusion from the settlement. You may neither object nor opt out of the PAGA settlement. These PAGA penalty payments will be reported on a Form 1099.

## D. Your Options

You have three options: (1) participate in the settlement and not object to the settlement; (2) participate in the settlement and object to the settlement; or (3) request exclusion from the settlement.

If you choose to participate in the settlement (i.e., remain in the Class), you may also object to the settlement, as explained below. If you remain in the Class, you will be represented by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the settlement. If you remain in the Class, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described below.

### 1. Participate in the Settlement

Under the settlement, you will receive a settlement payment unless you request exclusion from the settlement. **According to Defendants' records, you worked \_\_\_\_ qualifying weeks during the Class Period as an employee in California. As such, your settlement payment is estimated to be \$\_\_\_\_\_.** The recovery by different Class Members will vary based on the number of weeks worked.

Even if you request exclusion, you will receive a portion of the PAGA settlement if you worked during the PAGA Period, which is at any time from February 11, 2020 through December 31, 2023. You cannot object or opt out of the PAGA settlement. **According to Defendants' records, you worked \_\_\_\_ qualifying weeks during the PAGA Period as an employee in California. As such, your share of the PAGA settlement is estimated to be \$\_\_\_\_\_.** The recovery by different employees will vary based on the number of weeks worked.

If you believe that the number of weeks worked is incorrect, you should provide the Settlement Administrator with an explanation, along with any documentation relating to your disagreement by no later than \_\_\_\_, 2024. If there is a dispute about the number of weeks you worked, the Settlement Administrator will review the Defendants' records and your records to attempt to resolve the dispute.

You should send your explanation and documentation regarding any dispute to the Settlement Administrator at the following address:

\_\_\_\_ Class Action Settlement Administrator  
c/o Simpluris, Inc.  
P.O. Box \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
(\_\_\_\_) \_\_\_\_-\_\_\_\_

Settlement checks will be mailed, so if your address changes, you should inform the Settlement Administrator of the change. Your settlement payment will be mailed to you some time after the Court grants final approval of the settlement at the Final Approval Hearing.

33.33% of your settlement payment is allocated to wages, and taxes will be withheld from that portion and will be reported on a W-2. The remaining 66.67% of your settlement payment is allocated to non-wages and interest. No taxes will be withheld from this portion and will be reported on a 1099. If you received a portion of the PAGA settlement, no taxes will be withheld from this portion and will be reported on a 1099. Settlement Class Members are responsible for the proper income tax treatment of their settlement payments. The Settlement Administrator, Defendants and their counsel, and Plaintiffs and Class Counsel cannot and are not providing tax advice concerning the tax consequences and treatment of any settlement payment received by Settlement Class Members.

Settlement checks will be voided after 90 days and redistributed to the Class Members and aggrieved employees who cashed their payments from the initial distribution. Ninety (90) days after the second issuance and redistribution of remaining Settlement Proceeds, undeposited checks from that second distribution will be cancelled and voided. Settlement Proceeds remaining after the second issuance, along with any amounts that would have been paid to Class Members who request exclusion, will be delivered to the State Bar of California's Justice Gap Fund by the Settlement Administrator, or shall otherwise be distributed as ordered by the Court.

## **2. Object to the Settlement**

If you do not exclude yourself from the settlement, you have the right to object to the settlement. To do so, mail your Objection to the Settlement Administrator at the address noted above and postmarked no later than \_\_\_\_\_, 2024. You must sign the Objection, reference the case name and case number JCCP5203BCB, and state all of the following: (1) your full name; (2) the grounds for the objection; and (3) any legal briefs, papers, or memoranda you propose to submit to the Court. Class Members who fail to object in the manner specified above still have the right to appear in Court at the Final Approval Hearing to state their objection(s). Class Counsel will provide the Court with your objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection.

You may elect to appear in Court at the Final Approval Hearing to state your objections if you do not make your written objection in the manner specified above. You are not required to appear in Court. Absent good cause found by the Court, if you do not submit a written objection OR appear in Court to object at the Final Approval Hearing, you will be deemed to have waived your right to object and shall be foreclosed from making any objections to the settlement whether by appeal or otherwise.

## **3. Exclude Yourself from the Settlement**

If you wish to exclude yourself from the settlement, you must mail to the Settlement Administrator a valid request for Exclusion, which is a request to be excluded from the settlement. The Exclusion should state, in effect, that you wish to be excluded from the settlement in the class action lawsuit. The Exclusion must include your full name, address, and telephone number, the name and case number JCCP5203BCB, and your signature. The Exclusion must be postmarked no later than \_\_\_\_\_, 2024, and mailed to the Settlement Administrator at the address noted above. If you exclude yourself from the settlement, you will not be entitled to recover any settlement payment except your share of the PAGA settlement if you worked during the PAGA

Period. You will also not be allowed to object to the settlement, but you will retain the right to bring any claims you may have against Defendants.

#### **E. Release of Claims**

Unless you timely exclude yourself from the settlement, upon the final approval by the Court of this Settlement Agreement, and except as to such rights or claims as may be created by this Settlement Agreement, each Class Member who has not timely requested exclusion from the Settlement, fully releases and discharges Defendants, and any of their past, present, or future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates, as well as each of their past, present, and future officers, directors, employees, partners, members, shareholders, and agents, attorneys, insurers, and reinsurers (collectively “Released Parties”), from any and all claims, demands, rights, liabilities, actions, grievances, demands for arbitration, and causes of action, of every nature and description, that were or could have been asserted based on the facts alleged in the Operative Complaints, including any state or federal claims relating to the failure to pay wages and overtime, failure to provide meal or rest breaks, failure to provide accurate and complete wage statements, failure to keep requisite payroll records, failure to timely pay employees during employment or at termination, failure to reimburse employees for business expenses, unfair competition, waiting time penalties, PAGA penalties on the underlying alleged Labor Code violations, interest, attorney fees, or any other alleged known or unknown wage and hour violations that were alleged or could reasonably have been alleged based on arising out of the acts, facts, transactions, occurrences, representations, or omissions that were asserted in the Lawsuit (“Released Claims”).

#### **F. Final Approval Hearing**

The Court has scheduled a Final Approval Hearing for \_\_\_\_\_, 2024, at \_\_\_\_\_ a.m. in Department H of the Superior Court of California, County of Kern, located at 1215 Truxtun Ave., Bakersfield, CA 93301. At the Final Approval Hearing, the Court will decide whether to grant final approval of the settlement. The Court will also rule on the application by Plaintiffs for an award of attorney fees, litigation costs, administration costs, payment to the LWDA, and a Service Payment to Plaintiffs. You have the right to attend the Final Approval Hearing and address the Court. You also have the right to retain an attorney at your own expense to speak on your behalf. You are not required to attend the Final Approval Hearing.

#### **G. Where to Get More Information**

If you want more information about the lawsuit or the settlement, you can contact Class Counsel or any other advisor of your choice. You can also view and obtain copies of lawsuit and related documents, including the Joint Stipulation of Class Action and PAGA Settlement attached as Exhibit 1 to the April 4, 2024 Declaration of Graham B. LippSmith in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement (filed on April 4, 2024), in the Court’s file by going to the Clerk’s office at the Superior Court of California, County of Kern, located at 1215 Truxtun Ave., Bakersfield, CA 93301 or online at <https://www.kern.courts.ca.gov/online-services/request-case-documents>. DO NOT CONTACT

THE JUDGE OR JUDGE'S COURTROOM CLERK. Below is the contact information for the lawyers representing the Parties and for the Clerk of the Court.

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BY ORDER OF THE COURT ENTERED ON \_\_\_\_\_, 2024.