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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

APR 25 2023

DAVID H. YAMASAKI, Clerk of the Court

BY: D. MIRANDA, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

EVER REVELO, an individual, on behalf of
himself and others similarly situated, and on
behalf of the State of California as a private
attorney general,

Plaintiff,

v.

BASF CORPORATION, a Delaware
Corporation, and ~~DOES 1 thru 50~~, inclusive,

Defendants.

Case No. 30-2021-01195744-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO:
HON. LON HURWITZ, DEPT. CX103

[Related to Register of Actions No. 108]

**~~[PROPOSED]~~ ORDER OF FINAL
APPROVAL AND JUDGMENT**

Complaint Filed: April 15, 2021
FAC Filed: May 20, 2021
SAC Filed: February 18, 2022
Trial Date: None Set

1 This matter came on for hearing on April 14, 2023, in Department CX103 of the above-
2 captioned Court on Plaintiff Ever Revelo's unopposed Motion for Final Approval of Class
3 Settlement and For Attorneys' Fees and Costs ("Motion").

4 The Court has: (1) reviewed and considered the terms and conditions of the proposed
5 Stipulation Regarding Class and Private Attorneys General Act Settlement and Release
6 ("Settlement" or "Settlement Agreement") (Register of Actions ["ROA"] No. 66 (Exhibit 10 of the
7 Declaration of David S. Winston In Support of Motion for Preliminary Approval of Class
8 Settlement)); (2) reviewed and considered the results of the Notice of Settlement mailed to
9 Settlement Class Members in accordance with the Court's Order Granting Preliminary Approval of
10 Class and Private Attorneys General Act Settlement and Notice Procedures entered on October 13,
11 2022 (the "Preliminary Approval Order") (ROA No. 99); (3) reviewed and considered the Motion
12 For Final Approval of Class Settlement and For Attorneys' Fees and Costs as well as the supporting
13 declarations of David S. Winston, Ever Revelo, Matthew Riley, and Makenna Snow; and (4) held a
14 Final Approval and Fairness Hearing;.

15 Based thereon, the Court makes the following **FINDINGS** and **CONCLUSIONS**:

16 A. Capitalized terms used in this Order that are not otherwise defined herein shall have
17 the meaning assigned to them in the Settlement Agreement.

18 B. The Court has subject-matter jurisdiction over the Action and all acts within the
19 Action, and over all the Parties to the Action, including Plaintiff, Defendant BASF Corporation
20 ("Defendant"), the State of California pursuant to the Private Attorneys General Act ("PAGA"), the
21 Settlement Class Members, and PAGA Employees.

22 C. The Court is satisfied that ILYM Group, Inc., which functioned as the Settlement
23 Administrator, completed the distribution of the Notices of Settlement to the Settlement Class
24 Members in a manner that comports with the requirements of California Code of Civil Procedure
25 section 382, California Civil Code section 1781, California Rules of Court Rule 3.766 and 3.769,
26 the California and United States Constitutions, and other applicable law. The Court finds that the
27 Notice of Settlement, a copy of which is attached hereto as **Exhibit 1**, that was distributed in English
28 and Spanish fairly and adequately advised Settlement Class Members of the terms of the proposed

1 Settlement, of the preliminary approval of the proposed Settlement, of their right to receive their
2 shares of the Settlement, of the scope and effect of the Released Class Claims, of their rights and
3 obligations relating to opting out of or objecting to the Settlement, of the date of the Final Approval
4 Hearing, and of their right to appear at the Final Approval Hearing. The Court finds that Settlement
5 Class Members had adequate time to consider this information and to use the procedures identified
6 in the Notice of Settlement. The Court finds and determines that the Notice of Settlement provided
7 to Settlement Class Members was the best notice practicable, which satisfied the requirements of
8 law and due process.

9 D. The Court also finds that Plaintiff provided notice of the proposed Settlement to the
10 California Labor and Workforce Development Agency ("LWDA") (ROA No. 66, Exh. 12) in a
11 manner consistent with California Labor Code section 2699(*l*). The LWDA has not filed any
12 document related to this Action with the Court.

13 E. The Court finds that the Settlement is fair, reasonable, adequate, and proper, and in
14 the best interests of the Settlement Class Members. The Court finds that the Settlement offers
15 significant monetary recovery to all Participating Settlement Class Members, and finds that such
16 recovery is fair, reasonable, and adequate when balanced against the risk of further litigation related
17 to damages issues. The Court further finds that counsel for the Parties engaged in sufficient
18 investigation, research, and informal discovery such that Class Counsel and Defense Counsel were
19 able to reasonably evaluate their respective positions at the time of settlement. The Court further
20 finds that the Settlement has been reached as the result of serious and non-collusive arms-length
21 negotiations. The Court further finds that the relief provided for under PAGA is genuine,
22 meaningful, and consistent with PAGA's underlying purpose of benefitting the public. Thus, the
23 Court finally approves the Settlement set forth in the Settlement Agreement and finds that the
24 Settlement is fair, reasonable, and adequate. Accordingly, the Court directs the Parties to effectuate
25 the Settlement according to its terms.

26 F. In the Preliminary Approval Order (ROA No. 99), the Court conditionally certified
27 the Class Claims on behalf of the Settlement Class Members, defined as all individuals employed
28 by Defendant BASF Corporation in the State of California in non-exempt positions during the Class

1 Period, *i.e.*, from April 30, 2017, through and including April 1, 2022.

2 G. No Settlement Class Members objected to the Settlement

3 H. No Settlement Class Members requested exclusion from the Settlement.

4 On the basis of the foregoing findings and conclusions, as well as the submissions and
5 proceedings referred to above, **NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED,**
6 **and DECREED:**

7 1. Plaintiff's Motion for Final Approval of Class Settlement and For Attorneys' Fees
8 and Costs is **GRANTED**. The Parties are ordered and directed to effectuate the Settlement according
9 to its terms.

10 2. The Court, having found that each of the elements of California Code of Civil
11 Procedure section 382 are satisfied, certifies the following Participating Settlement Class Members
12 regarding the Class Claims: all individuals employed by Defendant in the State of California in non-
13 exempt positions at any time during the Class Period, *i.e.*, from April 30, 2017, through and
14 including April 1, 2022.

15 3. Participating Settlement Class Members shall be subject to all of the provisions of
16 the Settlement Agreement, and this Order of Final Approval and Judgment, as set forth herein,
17 including with respect to the Released Class Claims.

18 4. As of the Effective Date, Plaintiff and each of the Participating Settlement Class
19 Members shall be deemed to have fully and irrevocably released the Released Parties from the Class
20 Claims any and all claims, rights, demands, liabilities, and causes of action of every nature and
21 description, whether known or unknown, for wages, benefits, and related penalties actually asserted
22 or that could have been asserted in the Action by the Plaintiff on behalf of himself and/or the
23 Settlement Class Members based on the facts alleged in Plaintiff's February 9, 2021 PAGA Notice,
24 Plaintiff's February 14, 2022 PAGA Notice, and/or the original April 15, 2021 Complaint, the May
25 20, 2021 First Amended Complaint, and/or the February 18, 2022 Second Amended Complaint in
26 the Action. This includes claims for: (i) unlawful and unfair competition in violation of California
27 Business and Professions Code section 17200 *et seq.*; (ii) failure to pay overtime wages in violation
28 of California Labor Code sections 510, 1194, and 1199 (including any retro overtime payments that

1 may be associated with BASF's payment of bonuses during the Class Period); (iii) failure to pay
2 minimum wages in violation of California Labor Code sections 1194 and 1194.2; (iv) failure to
3 provide meal periods or pay meal period premiums in violation of California Labor Code sections
4 226.7 and 512 and the applicable Industrial Welfare Commission ("IWC") Wage Order; (v) failure
5 to authorize and permit rest periods or pay rest period premiums in violation of California Labor
6 Code section 226.7 and the applicable IWC Wage Order; (vi) failure to provide accurate itemized
7 wage statements in violation of California Labor Code section 226; (vii) failure to pay all wages due
8 upon termination of employment in violation of California Labor Code sections 201-203; (viii)
9 failure to pay all sick leave pay due in violation of California Labor Code sections 201-203 and 246;
10 (ix) failure to permit inspection of employee records in violation of California Labor Code sections
11 226, 432, 1198.5, 6408 and the applicable IWC Wage Order; (x) attorneys' fees and costs incurred
12 to prosecute the Action on behalf of Settlement Class Members; and (xi) any other derivative
13 remedies, penalties, and interest available under the law based on the facts alleged in the Action.
14 "Class Claims" also includes all claims that Plaintiff and/or Settlement Class Members may have
15 against the Released Parties relating to: (a) the payment, taxation, and allocation of Attorneys' Fees
16 and Litigation Costs to Class Counsel pursuant to this Settlement Agreement; (b) the payment,
17 taxation, and allocation of the Class Representative Payment pursuant to this Settlement Agreement;
18 and (c) the payment, taxation, and allocation of payments to Participating Settlement Class
19 Members. Participating Settlement Class Members will release such Released Class Claims for the
20 Class Period, *i.e.*, from April 30, 2017, through and including April 1, 2022.

21 5. As of the Effective Date, Plaintiff – on behalf of the State of California and PAGA
22 Employees – shall be deemed to have fully and irrevocably released the Released Parties from the
23 PAGA Claims, as defined in the Settlement Agreement, which include any and all claims, rights,
24 and demand of every nature and description, whether known or unknown, for civil penalties that
25 were actually asserted or that could have been asserted under PAGA in the Action by Plaintiff, as
26 proxy for the State of California and on behalf of the State of California and PAGA Employees
27 based on the facts alleged in Plaintiff's February 9, 2021 PAGA Notice and/or Plaintiff's February
28 14, 2022 PAGA Notice. This includes claims for civil penalties available under PAGA for alleged

violations of Labor Code §§ 201-204, 210, 212, 225.5, 226, 226.3, 226.7, 246, 432, 450, 510 (including any retro overtime payments that may be associated with BASF's payment of bonuses during the PAGA Period), 512, 558, 1194, 1197, 1197.1, 1198, 1198.5, and 6408 and the applicable IWC Wage Order(s), and for attorneys' fees and costs incurred to prosecute the Action on behalf of the State of California and PAGA Employees. The PAGA release is limited to claims, rights, and demands for civil penalties under PAGA as well as any attorneys' fees or cost reimbursement that could have been awarded to Plaintiff or any law firm representing Plaintiff, including Winston Law Group, P.C., in association with the PAGA Claims.

6. The Gross Settlement Amount to be funded under the Settlement Agreement is \$400,000.00. From this amount, Class Counsel sought an award of Attorneys' Fees of \$133,333.33 (1/3 of the monetary Gross Settlement Amount), Litigation Costs of \$17,314.97, a Class Representative Payment for the Class Representative, Ever Revelo, of \$5,000.00; and Settlement Administration Costs on behalf of ILYM Group, Inc. of \$8,500.00. Defendant did not oppose these requests. The Court finds that the Gross Settlement Amount is fair, reasonable, adequate, and awards the payments set forth below from the Gross Settlement Amount:

- a. \$133,333.33 to Class Counsel for Attorneys' Fees;
- b. \$17,314.97 to Class Counsel for Litigation Costs;
- c. \$5,000.00 to Class Representative Ever Revelo as a Class Representative Payment;
- d. \$8,500.00 to the Settlement Administrator, ILYM Group, Inc., for Settlement Administration Costs;

- e. PAGA LWDA Payment to the LWDA of \$15,000.00 (75% of the \$20,000 in PAGA penalties recovered under the Settlement)

- f. After deducting the foregoing payments from the Gross Settlement Amount, the remainder of \$220,851.70 (when including the PAGA Employees' \$5,000 share of PAGA Settlement Amount) shall be paid to the Participating Class Members and PAGA Employees and shall be distributed as set forth in and in accordance with the Settlement Agreement.

7. Upon entry of this Order, compensation to the Settlement Class shall be effected pursuant to the terms of the Settlement.

1 8. The Court hereby confirms the appointment of Plaintiff Ever Revelo as the Class
2 Representative.

3 9. Except for the award of attorneys' fees and costs awarded herein, the Parties,
4 including the Class, are to bear their own attorneys' fees and costs. The Court finds that distribution
5 of any residual funds to the proposed *cy pres* beneficiary, CASA of Orange County, complies with
6 the requirements of Code of Civil Procedure section 384. The Court hereby appoints CASA of
7 Orange County as the *cy pres* beneficiary for any residual funds, pursuant to the terms of the
8 Settlement. Upon the expiration of the check cashing deadline, the Settlement Administrator shall
9 promptly send all unclaimed funds to CASA of Orange County within fourteen (14) calendar days
10 of the check void date. The Settlement Administrator shall provide a report to Class Counsel that
11 shall be filed with this Court evidencing that such payment has been made. The report shall be filed
12 at least fourteen (14) calendar days before the Final Accounting Hearing scheduled for February 2,
13 2024. The report must include all information necessary for the Court to determine the total amount
14 actually paid to class members. In addition, any refunded employer-side payroll taxes corresponding
15 to the wage component of any uncashed Individual Class Payment checks shall be returned to
16 Defendant within fourteen (14) calendar days of the Settlement Administrator's receipt of the
17 refunded employer-side payroll taxes.

18 10. A Final Accounting and Code of Civil Procedure Section 384 hearing is set for
19 February 2, 2024, at 1:30 pm in Department CX 103. Counsel must request a continuance if there
20 are any remaining funds that have not been disbursed by the report deadline (January 19, 2024).

21 11. The terms of the Settlement Agreement, and this Order of Final Approval and
22 Judgment, are binding on Plaintiff, the State of California, Participating Settlement Class Members,
23 and the PAGA Employees. Those terms shall have, to the fullest extent permitted by law, *res*
24 *judicata* and other preclusive effect in all pending and future claims, lawsuits, or other proceedings
25 maintained by or on behalf of Participating Settlement Class Members, the State of California, and
26 PAGA Settlement Class Members, to the extent those claims, lawsuits or other proceedings fall
27 within the scope of Released Class Claims and/or Released PAGA Claims as set forth in the
28 Settlement Agreement.

1 12. Neither this Order of Final Approval, the Judgment, the Settlement Agreement, nor
2 any document referred to herein, nor any action taken to carry out the Settlement Agreement is, may
3 be construed as, or may be used as an admission by or against Defendant or any of the other Released
4 Parties of any fault, wrongdoing, or liability whatsoever. Nor is this Order of Final Approval or the
5 Judgment a finding of the validity of any of the Class Claims or PAGA Claims in the Action or of
6 any wrongdoing by Defendant or any of the other Released Parties. The entering into or carrying
7 out of the Settlement Agreement, and any negotiations or proceedings related thereto, shall not in
8 any event be construed as, or deemed to be evidence of, an admission or concession with regard to
9 the denials or defenses by Defendant or any of the other Released Parties and shall not be offered in
10 evidence against Defendant or any of the Released Parties in any action or proceeding in any court,
11 administrative agency or other tribunal for any purpose whatsoever other than to enforce the
12 provisions of this Order of Final Approval and Judgment, the Settlement Agreement, or any related
13 agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in the
14 Action or in any other proceeding this Order of Final Approval, the Judgment, the Settlement
15 Agreement, or any other papers and records on file in the Action as evidence of the Settlement and
16 to support a defense of *res judicata*, collateral estoppel, release, waiver, or other theory of claim
17 preclusion, issue preclusion, or similar defense.

18 13. In the event that the Settlement does not become final and effective in accordance
19 with the terms of the Settlement Agreement, then this Order of Final Approval and Judgment and
20 all orders entered in connection herewith, shall be rendered null and void and be vacated. Moreover,
21 any funds tendered by Defendant shall be returned and/or retained by Defendant consistent with the
22 terms of the Settlement.

23 14. Without in any way affecting the finality of this Order of Final Approval and
24 Judgment, this Court hereby retains continuing jurisdiction as to all matters relating to the
25 interpretation, implementation, and enforcement of the terms of the Settlement pursuant to
26 California Code of Civil Procedure section 664.6 and California Rules of Court Rule 3.769(h).

27 15. Within five (5) court days of receipt of this Order of Final Approval and Judgment,
28 Plaintiff shall submit a copy of this Order of Final Approval and Judgment to the LWDA. Plaintiff

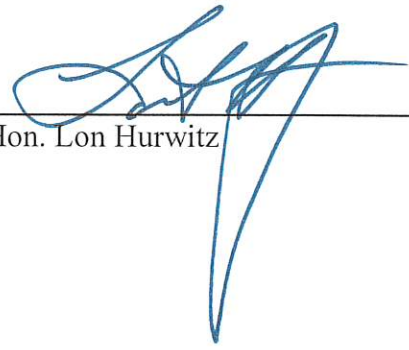
1 shall also file a proof of service confirming that notice was provided to the LWDA within five (5)
2 court days of receipt of this Order of Final Approval and Judgment.

3 16. Within five (5) court days of this Order of Final Approval and Judgment, the
4 Settlement Administrator shall provide notice of this Order of Final Approval and Judgment to
5 Settlement Class Members by posting this Order of Final Approval and Judgment on the settlement
6 website maintained by the Settlement Administrator. This shall constitute notice to the Settlement
7 Class Members required by California Rule of Court 3.771(b).

8 17. This document shall constitute a final judgment pursuant to California Rule of Court
9 3.769(h) and is intended to be immediately appealable.

10 **JUDGMENT IS HEREBY ENTERED.**

11
12 DATED: APR 25 2023, 2023



Hon. Lon Hurwitz

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Exhibit 1

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT

To all current and former non-exempt employees of BASF Corporation (“BASF”) who were employed by BASF in the State of California at any time during the period from April 30, 2017 through and including April 1, 2022.

PLEASE READ THIS NOTICE CAREFULLY

IT MAY AFFECT YOUR LEGAL RIGHT TO MONEY IN CONNECTION WITH THE SETTLEMENT OF A CLASS ACTION LAWSUIT.

A. WHAT IS THIS NOTICE ABOUT?

A settlement agreement (the “Settlement”) has been reached between BASF and Plaintiff Ever Revelo (“Plaintiff”) in a class and representative action pending in the Superior Court in the State of California, County of Orange (the “Court”). Plaintiff is pursuing the class action on behalf of himself and all individuals employed by BASF in the State of California in non-exempt positions at any time during the Class Period (“Settlement Class Members”). The “Class Period” is April 30, 2017 to April 1, 2022.

The Court has preliminarily approved the Settlement and conditionally certified a class of all Settlement Class Members for purposes of the Settlement only. You have received this notice because BASF’s records indicate that you are a Settlement Class Member. This notice is designed to provide you with a brief description of the Action (defined 207), inform you of the proposed Settlement, and discuss your rights in connection with the Settlement, including how you can participate in the class action aspects of the Settlement, opt out of the class action aspects of the Settlement, or object to the class action aspects of the Settlement. Unless you submit a timely and valid Request for Exclusion, the class action aspects of the Settlement will be binding upon you if and when it is approved by the Court.

B. WHAT ARE MY RIGHTS AS A SETTLEMENT CLASS MEMBER, DO I HAVE TO SUBMIT A FORM TO PARTICIPATE IN THIS SETTLEMENT?

YOU DO NOT NEED TO SUBMIT A FORM TO PARTICIPATE IN THIS SETTLEMENT AND WILL RECEIVE A PAYMENT UNLESS YOU OPT-OUT OF THE SETTLEMENT.

1. **Participating in the Settlement:** You do not need to do anything to participate in this Settlement. If you do not submit a valid and timely Request for Exclusion from the class action aspects of the Settlement, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the Class Claims against the Released Parties described below.
2. **Excluding Yourself from the Settlement:** If you do not wish to participate in the Settlement Class Member Payment portion of the Settlement, you may request exclusion by either returning the Request for Exclusion Form at the end of this notice or sending a letter stating “I wish to be excluded from the Revelo settlement” or that otherwise expresses your desire to be excluded from the Settlement to ILYM Group, Inc. at P.O. Box 2031 Tustin, CA 92781. Any Request for Exclusion must contain the name of the person requesting exclusion, indicate that they do not wish to participate in the Settlement in the *Revelo v. BASF Corp.* case, or Case No. 30-2021-01195744, or some other descriptor that identifies the case, be signed by the person requesting exclusion, and be postmarked no later than January 17, 2023 (the “Response Deadline”).

MAIL YOUR REQUEST FOR EXCLUSION TO:

ILYM Group, Inc.

P.O. Box 2031 Tustin, CA 92781

If the Request for Exclusion does not contain the information showing that you wish to be excluded from the Settlement or is not postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address, it will not be deemed a timely and valid Request for Exclusion absent a good cause finding

by the Court. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. If you submit a timely and valid Request for Exclusion you will not be entitled to a Class Member Payment and will not be bound by the release of the Class Claims. If you submit a timely and valid Request for Exclusion you will not have any right to object to, appeal, or comment on the Settlement.

If you do not submit a timely and valid Request for Exclusion on or before the Response Deadline you shall be deemed a Participating Class Members and will be bound by all terms of the Settlement and the Final Approval Order and Judgment entered in this Action. There will be no retaliation or adverse action taken against any Class Member who participates in the Settlement or elects not to participate in the Settlement.

3. **Objecting to the Settlement:** You may object to the settlement of the Class Claims by mailing a written notice of objection to the Settlement Administrator postmarked no later than the Response Deadline.

MAIL YOUR OBJECTION TO:
ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781

To be valid, you must complete the objection form provided below or submit a written objection which must: (a) contain your name; (b) identify the case, for example, by stating the objection relates to the *Revelo v. BASF Corp.* case, or Case No. 30-2021-01195744, or some other descriptor that identifies the case; (c) state the basis for the objection; (d) be signed by you; and (e) be postmarked on or before the Response Deadline. Absent good cause found by the Court, if the Notice of Objection does not contain the information listed in (a)-(e), it will not be deemed a timely and valid Notice of Objection. The date of the postmark on the service mailing envelope for the Settlement Administrator shall be the exclusive means used to determine whether a Notice of Objection has been timely served on the Settlement Administrator. Absent a good cause finding by the Court, if you do not submit a timely and valid Notice of Objection you shall be deemed to have waived any objections and shall be foreclosed from making any objections to the Settlement.

C. HOW MUCH WILL I RECEIVE?

BASF's records indicate that during the Class Period (*i.e.*, between April 30, 2017 and April 1, 2022), you worked a total of _____ workweeks in a non-exempt position at a BASF location in California. Based on this information, it is estimated that your Individual Class Payment will be approximately \$_____, assuming the Net Settlement Amount is \$_____. Assuming the Court approves the Settlement, you do not need to do anything to receive a payment.

If you believe that the number of pay periods that Defendant's records indicate that you worked from April 30, 2017 to April 1, 2022 are inaccurate, you may file a dispute with the Settlement Administrator and provide any supporting information by January 17, 2023.

D. WHAT IS THIS LAWSUIT ABOUT?

The action is titled *Ever Revelo, et al. v. BASF Corporation, et al.*, designated as Orange County Superior Court Case No. 30-2021-01195744-CU-OE-CXC (the "**Action**").

Plaintiff brought the Action seeking, in part, compensation on behalf of a class of hourly-paid, non-exempt BASF employees by alleging claims for unpaid minimum wages and overtime wages, meal period, and rest period violations, as well as derivative wage statement and waiting time penalties. Based on these allegations, Plaintiff asserts claims for: (i) unlawful and unfair competition in violation of California Business and Professions Code section 17200 *et seq.*; (ii) failure to pay overtime wages in violation of California Labor Code sections 510, 1194,

and 1199; (iii) failure to pay minimum wages in violation of California Labor Code sections 1194 and 1194.2; (iv) failure to provide meal periods or pay meal period premiums in violation of California Labor Code sections 226.7 and 512 and the applicable Industrial Welfare Commission ("IWC") Wage Order; (v) failure to authorize and permit rest periods or pay rest period premiums in violation of California Labor Code section 226.7 and the applicable IWC Wage Order; (vi) failure to provide accurate itemized wage statements in violation of California Labor Code section 226; (vii) failure to pay all wages due upon termination of employment in violation of California Labor Code sections 201-203; (viii) failure to timely pay all sick leave pay due in violation of California Labor Code sections 201-203 and 246; (ix) failure to permit inspection of employee records in violation of California Labor Code sections 226, 432, 1198.5, 6408 and the applicable IWC Wage Order; (x) attorneys' fees and costs incurred to prosecute the Action on behalf of Settlement Class Members; and (x) any other derivative remedies, penalties, and interest available under the law based on the facts alleged in the Action.

BASF denies all of Plaintiff's class allegations. Moreover, BASF denies that Settlement Class Members and PAGA Employees are entitled to compensation for the conduct alleged in the Action.

After good-faith settlement negotiations with the assistance of an independent mediator, Plaintiff and BASF agreed to settle the Action. The Parties and their counsel have concluded that the Settlement is fair, adequate and reasonable, considering the risks and uncertainties to each side of continued litigation.

The Settlement represents a compromise of disputed claims. Nothing in the Settlement is intended to be or will be construed as an admission by BASF that Plaintiff claims in the Action have merit or that BASF has any liability to Plaintiff or Settlement Class Members for the conduct alleged in the Action. On the contrary, BASF denies any and all such liability.

E. SUMMARY OF THE SETTLEMENT PAYMENTS

1. **Total Settlement Amount:** BASF will pay \$400,000 as the Total Settlement Amount. The Total Settlement Amount is the total amount that BASF shall be obligated to pay under the Settlement, except for the employer's share of payroll taxes on the wage component of the Individual Class Payments, which BASF shall pay in addition to the Total Settlement Amount. The Total Settlement Amount will include all amounts paid for the Class Representative Payment to Plaintiff; the Attorneys' Fees; the Litigation Costs; the Settlement Administration Costs; the PAGA Settlement Amount to resolve the claim for civil penalties; and the Individual Class Payments to Participating Settlement Class Members.
2. **Class Representative Payment:** Plaintiff has asked the Court to award him up to \$7,500 for prosecuting the Action and for the Complete and General Release that he is providing to BASF as part of the Settlement. If awarded by the Court, the Class Representative Payment will be paid out of the Total Settlement Amount.
3. **Attorneys' Fees:** Class Counsel has asked the Court to award them up to one third of the Total Settlement Amount (\$133,333.33) in attorneys' fees for the services the attorneys representing the Plaintiff in the Action have rendered and will render in the Action. The Court will award Attorneys' Fees to be paid from the Total Settlement Amount. The Attorneys' Fees awarded by the Court will constitute full and complete compensation for all legal fees of and all work done through the completion of the Action, whatever date that may be.
4. **Litigation Costs:** Class Counsel has asked the Court to award up to \$25,000 for the litigation costs they have incurred and will incur in the investigation, litigation, and resolution of the Action. The Court will award Litigation Costs to be paid from the Total Settlement Amount. The Litigation Costs awarded by the Court will constitute full and complete compensation for all costs and expenses of Class Counsel.
5. **Settlement Administration Costs:** The Court will award the reasonable costs of administering the Settlement, up to a maximum of \$10,000, to be paid out of the Total Settlement Amount. The Court has

appointed ILYM Group, Inc. to act as an independent Settlement Administrator for purposes of administering this Settlement.

6. **PAGA Settlement Amount:** Under the Private Attorneys General Act ("PAGA"), the State of California deputizes private attorneys general, such as Plaintiff, to prosecute claims for civil penalties against employers for alleged violations of the Labor Code, and all aggrieved employees are entitled to share in 25% of the penalties that would otherwise be recoverable by the State if it directly prosecuted the alleged Labor Code violations. The Parties have agreed to allocate \$20,000 of the Total Settlement Amount to PAGA civil penalties to resolve PAGA claims on behalf of the State of California for alleged Labor Code violations committed by BASF against non-exempt employees who worked in California from February 9, 2020 to April 1, 2022 (the "**PAGA Settlement Amount**"). Pursuant to PAGA, 75% of the PAGA Settlement Amount (i.e., \$15,000.00) will be paid to the California Labor & Workforce Development Agency and 25% of the PAGA Settlement Amount (i.e., \$5,000.00) will be distributed to the non-exempt employees who worked for BASF during the period of February 9, 2020 to April 1, 2022 (regardless of whether they seek to be excluded from the class action aspects of the Settlement). Each Individual PAGA Payment will be calculated by dividing each individual PAGA Employee's total number of pay periods worked during the PAGA Period by the total of all pay periods worked by all PAGA Employees during the PAGA Period, and multiplying this result by the 25% portion of the PAGA Settlement Amount.
7. **Net Settlement Amount:** The Net Settlement Amount means the Total Settlement Amount minus deductions for the Class Representative Payment, the Attorneys' Fees, the Litigation Costs, the Settlement Administration Costs, and the PAGA Settlement Amount.
8. **Individual Class Payments:** BASF will pay the Net Settlement Amount to **Participating Settlement Class Members**. Each Participating Settlement Class Member's share of the Net Settlement Amount (the "**Individual Class Payment**") will be based on the number of workweeks each Participating Class Member worked for BASF in California during the Class Period. Each Individual Class Payment shall be calculated by dividing a Participating Settlement Class Member's individual workweeks worked for BASF in California during the Class Period by the total of all workweeks worked by all Participating Settlement Class Members for BASF in California during the Class Period, and multiplying this result by the Net Settlement Amount. The Individual Class Payments will be allocated 20% as wages, 20% as interest, and 60% as penalties. The wage component of the Individual Class Payments shall be subject to W-2 reporting and shall be subject to deductions for employee-side employment and payroll taxes. The interest and penalty components of the Individual Class Payments will be subject to IRS Form 1099 reporting, if required by law, and will not be subject to deductions for employment and payroll taxes.
9. The Class Representative Payment, Attorneys' Fees, Litigation Costs, Settlement Administration Costs, PAGA Settlement Amount, and Individual Class Payments will be paid after the Court enters a Final Approval Order and the Judgment, all time for Settlement Class Members to appeal or challenge the Final Approval Order and the Judgment has lapsed, and the Final Approval Order and the Judgment remain enforceable (i.e., the "**Effective Date**").
10. California Code of Civil Procedure section 384 requires that unclaimed settlement funds be provided to a non-profit entity that meets certain criteria. Any unclaimed funds resulting from Settlement Class Members' failure to cash Individual Class Payment checks by the Void Date shall be transmitted by the Settlement Administrator to CASA of Orange County. Any refunded employee-side payroll taxes corresponding to the wage component of any uncashed Individual Class Payment checks shall also be transmitted by the Settlement Administrator to CASA of Orange County. Any refunded employer-side payroll taxes corresponding to the wage component of any uncashed Individual Class Payment checks shall be returned to BASF.

11. If the Court does not grant final approval of the Settlement or if the Judgment does not become final and binding for any reason, then the Settlement will become null and void; if that occurs, neither Plaintiff nor BASF will have further obligations under the Settlement, including any obligation by BASF to pay the Total Settlement Amount or any amounts that otherwise would have been owed under this Settlement. An award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the Class Representative Payment, Attorneys' Fees, Litigation Costs, PAGA Settlement Amount, or Settlement Administration Costs will not render the Settlement null and void.

E. WHAT CLAIMS ARE RELEASED?

If you do not request to be excluded from the class action aspects of the Settlement, you will be a Participating Class Member. As a Participating Settlement Class Member, you will be unable to sue, continue to sue, or be a part of any other lawsuit against the Released Parties regarding the "Released Class Claims" in this Settlement. "**Released Parties**" means BASF and its subsidiaries, affiliates, and/or parent companies; the employee benefit plans sponsored or maintained by any of the foregoing; the respective successors and predecessors in interest of the foregoing; the officers, directors, employees, administrators, fiduciaries, trustees, beneficiaries, attorneys, and agents of the foregoing; and each of their past, present, and future officers, directors, shareholders, employees, agents, principals, representatives, accountants, auditors, consultants, insurers, and reinsurers.

Released Class Claims: Upon the Effective Date, Plaintiff – on behalf of himself and Participating Settlement Class Members – will fully and irrevocably release the Released Parties from the **Class Claims** in exchange for the consideration provided by this Settlement.

"**Class Claims**" means any and all claims, rights, demands, liabilities, and causes of action of every nature and description, whether known or unknown, for wages, benefits, and related penalties actually asserted or that could have been asserted in the Action by the Plaintiff on behalf of himself and/or the Settlement Class Members based on the facts alleged in Plaintiff's February 9, 2021 PAGA Notice, Plaintiff's February 14, 2022 PAGA Notice, and/or the original April 15, 2021 Complaint, the May 20, 2021 First Amended Complaint, and/or the February 18, 2022 Second Amended Complaint in the Action. This includes claims for: (i) unlawful and unfair competition in violation of California Business and Professions Code section 17200 et seq.; (ii) failure to pay overtime wages in violation of California Labor Code sections 510, 1194, and 1199 (including any retro overtime payments that may be associated with BASF's payment of bonuses during the Class Period); (iii) failure to pay minimum wages in violation of California Labor Code sections 1194 and 1194.2; (iv) failure to provide meal periods or pay meal period premiums in violation of California Labor Code sections 226.7 and 512 and the applicable Industrial Welfare Commission ("IWC") Wage Order; (v) failure to authorize and permit rest periods or pay rest period premiums in violation of California Labor Code section 226.7 and the applicable IWC Wage Order; (vi) failure to provide accurate itemized wage statements in violation of California Labor Code section 226; (vii) failure to pay all wages due upon termination of employment in violation of California Labor Code sections 201-203; (viii) failure to pay all sick leave pay due in violation of California Labor Code sections 201-203 and 246; (ix) failure to permit inspection of employee records in violation of California Labor Code sections 226, 432, 1198.5, 6408 and the applicable IWC Wage Order; (x) attorneys' fees and costs incurred to prosecute the Action on behalf of Settlement Class Members; and (xi) any other derivative remedies, penalties, and interest available under the law based on the facts alleged in the Action. "Class Claims" also includes all claims that Plaintiff and/or Settlement Class Members may have against the Released Parties relating to: (a) the payment, taxation, and allocation of Attorneys' Fees and Litigation Costs to Class Counsel pursuant to this Settlement Agreement; (b) the payment, taxation, and allocation of the Class Representative Payment pursuant to this Settlement Agreement; and (c) the payment, taxation, and allocation of payments to Participating Settlement Class Members.

Plaintiff and Participating Settlement Class Members may discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Released Class Claims but, upon the

Effective Date, Plaintiff and Participating Settlement Class Members shall be deemed to have – and by operation of the Final Approval Order and the Judgment shall have – fully, finally, and forever settled and released any and all of the Released Class Claims. It is the intent of the Parties that the Final Approval Order and the Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon Plaintiff and Participating Settlement Class Members regarding the Released Class Claims. **All Released Class Claims are released for the Class Period (April 30, 2017 through and including April 1, 2022).** The binding nature of the Settlement and the Released Class Claims shall have the same force and effect as if each Participating Settlement Class Member had executed the Settlement Agreement individually.

In addition to the Class Claims, the Settlement releases the Released Parties from some claims for civil penalties under PAGA. The **Released PAGA Claims** are any and all claims, rights, and demand of every nature and description, whether known or unknown, for civil penalties that were actually asserted or that could have been asserted under PAGA in the Action by Plaintiff, as proxy for the State of California and on behalf of the State of California and PAGA Employees based on the facts alleged in Plaintiff's February 9, 2021 PAGA Notice and/or Plaintiff's February 14, 2022 PAGA Notice. This includes claims for civil penalties available under PAGA for alleged violations of Labor Code §§ 201-204, 210, 212, 225.5, 226, 226.3, 226.7, 246, 432, 450, 510 (including any retro overtime payments that may be associated with BASF's payment of bonuses during the PAGA Period), 512, 558, 1194, 1197, 1197.1, 1198, 1198.5, and 6408 and the applicable IWC Wage Order(s), and for attorneys' fees and costs incurred to prosecute the Action on behalf of the State of California and PAGA Employees. The PAGA release is limited to claims, rights, and demands for civil penalties under PAGA as well as any attorneys' fees or cost reimbursement that could have been awarded to Plaintiff or any law firm representing Plaintiff, including Winston Law Group, P.C., in association with the PAGA Claims.

G. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a Final Approval Hearing on April 14, 2023, at 1:30 p.m., at the Civil Complex Center in Dept. CX103 of Orange County Superior Courthouse located at 751 W. Santa Ana Blvd, Santa Ana, CA 92701, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Class Representative Payments, the Service Payment, the Attorneys' Fees, the Litigation Costs, the PAGA Settlement Amount, and the Settlement Administration Costs.

The Final Approval Hearing may be postponed without further notice to Settlement Class Members. **It is not necessary for you to appear at this hearing.** If you have submitted an objection, and indicated you intend to appear in the manner set forth above, you may appear at the hearing and be heard. Settlement Class Members are advised to check the settlement website at www.ilymgroup.com/BASFCorporation or the Court's online Case Access system by either going to <https://www.occourts.org/online-services/case-access/> or www.occourts.org, clicking Online Services, then clicking the Access Now button next to the Case Access section, then selecting the Access Now button next to the category Civil Case & Document Access, then accept the terms, and then input the case number (30-2021-01195744) and year filed (2021) to confirm the hearing date has not been changed.

H. GETTING MORE INFORMATION

This notice summarizes the proposed class action Settlement. For the precise terms and conditions of the Settlement, or if you have questions about the Settlement, please see the Settlement Agreement available at www.ilymgroup.com/BASFCorporation, contact Class Counsel (see below contact information), contact the Settlement Administrator (see below contact information), or access the Court docket in this Action, through the Court's online Case Access system at either <https://www.occourts.org/online-services/case-access> or www.occourts.org, clicking Online Services, then clicking the Access Now button next to the Case Access section, then selecting the Access Now button next to the category Civil Case & Document Access, then accept the terms, and then input the case number (30-2021-01195744) and year filed (2021), or visit the office of the

Clerk of the Court for the California Superior Court for the County of Orange, 751 W. Santa Ana Blvd, Santa Ana, CA 92701, Monday through Friday, excluding Court holidays. You may also contact Class Counsel at:

SETTLEMENT ADMINISTRATOR:

ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

Ph: (888) 250-6810

Fax: (888) 845-6185

Email: claims@ilymgroup.com

CLASS COUNSEL:

WINSTON LAW GROUP, P.C.

David S. Winston

1880 Century Park East, Suite 511

Los Angeles, CA 90067

Ph: 424.288.4568

Fax: 424.532.4062

Email: david@employmentlitigators.com

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE
ABOUT THIS SETTLEMENT.**

ILYM ID: [ILYM ID]

REQUEST FOR EXCLUSION FORM

REQUEST TO EXCLUDE MYSELF FROM THE SETTLEMENT

Ever Revelo, et al. v. BASF Corporation, et al., Case No. 30-2021-01195744-CU-OE-CXC

[Please print all information clearly]

I wish to exclude myself from the Settlement of the *Revelo* Action. By excluding myself from the Settlement, I acknowledge that: (a) I cannot opt out of the Private Attorneys General Act ("PAGA") aspects of the Settlement; and (b) if I worked for BASF between February 9, 2020 and April 1, 2022, I will be still be bound by the release of Released PAGA Claims and I will receive an Individual PAGA Payment.

Last Name

First Name

Middle Initial

Signature

Date

For this request for exclusion to be effective, you **MUST** complete, sign, and mail this form to the address below, so that it is postmarked by January 17, 2023.

MAIL YOUR REQUEST FOR EXCLUSION TO:

ILYM Group, Inc.

P.O. Box 2031 Tustin, CA 92781

ILYM ID: [ILYM ID]

OBJECTION FORM

OBJECTION TO THE SETTLEMENT OF THE CLASS CLAIMS

Ever Revelo, et al. v. BASF Corporation, et al., Case No. 30-2021-01195744-CU-OE-CXC

[Please print all information clearly]

Last Name

First Name

Middle Initial

BASIS FOR OBJECTION:

Signature

Date

For this objection to be effective, you **MUST** complete, sign, and mail this form to the address below, so that it is postmarked by January 17, 2023.

MAIL YOUR OBJECTION TO:
ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781

AVISO DE PENDENCIA DE ARREGLO DE DEMANDA COLECTIVA

A todos los empleados no exentos actuales y anteriores de BASF Corporation (“**BASF**”) que fueron empleados de BASF en el Estado de California en cualquier momento durante el período del 30 de abril de 2017 al 1.º de abril de 2022 inclusive.

LEA ESTE AVISO DETENIDAMENTE

EL MISMO PUEDE AFECTAR SU DERECHO LEGAL A DINERO EN RELACIÓN CON EL ARREGLO DE UNA DEMANDA COLECTIVA.

A. ¿SOBRE QUÉ ES ESTE AVISO?

Se llegó a un acuerdo de arreglo (el “**Arreglo**”) entre BASF y el Demandante Ever Revelo (el “**Demandante**”) en una demanda colectiva y de representación que se encuentra pendiente ante el Tribunal Superior del Estado de California, Condado de Orange (el “**Tribunal**”). El Demandante presentó la demanda colectiva en su nombre y en representación de todas las personas que eran empleados de BASF en el Estado de California con cargos no exentos en cualquier momento durante el Período de la Clase (los “**Miembros de la Clase del Arreglo**”). El “**Período de la Clase**” es del 30 de abril de 2017 al 1.º de abril de 2022.

El Tribunal aprobó de forma preliminar el Arreglo y certificó condicionalmente una clase de todos los Miembros de la Clase del Arreglo solo para fines del Arreglo. Usted recibió este aviso porque los registros de BASF indican que es un Miembro de la Clase del Arreglo. Este aviso fue diseñado para brindarle una descripción breve de la Acción Legal (que se define a continuación), informarle sobre el Arreglo propuesto, y cubrir sus derechos en relación con el Arreglo, lo que incluye cómo puede participar en los aspectos de demanda colectiva del Arreglo, excluirse de los aspectos de demanda colectiva del Arreglo, u objetar los aspectos de demanda colectiva del Arreglo. A menos que presente una Solicitud de Exclusión válida dentro de los plazos previstos, los aspectos de demanda colectiva del Arreglo serán vinculantes para usted si son aprobados por el Tribunal.

B. ¿CUÁLES SON MIS DERECHOS COMO MIEMBRO DE LA CLASE DEL ARREGLO, DEBO PRESENTAR UN FORMULARIO PARA PARTICIPAR EN ESTE ARREGLO?

NO TIENE NECESIDAD DE PRESENTAR UN FORMULARIO PARA PARTICIPAR EN ESTE ARREGLO, Y RECIBIRÁ UN PAGO A MENOS QUE SE EXCLUYA DEL ARREGLO.

1. **Cómo participar en el Arreglo:** No tiene necesidad de hacer nada para participar en este Arreglo. Si no presenta una Solicitud de Exclusión válida dentro de los plazos previstos de los aspectos de demanda colectiva del Arreglo, quedará vinculado por los términos del Arreglo y toda sentencia definitiva que pueda dictar el Tribunal, y se considerará que usted eximió de responsabilidad por los Reclamos de la Clase contra las Partes Eximidas que se describen más abajo.
2. **Cómo excluirse del Arreglo:** Si no desea participar en la porción de Pago de Miembro de la Clase del Arreglo del Arreglo, puede solicitar ser excluido enviando el Formulario de Solicitud de Exclusión al final de este aviso o enviando una carta que indique “I wish to be excluded from the Revelo settlement” (Deseo ser excluido del arreglo Revelo) o que exprese de otra manera su deseo de ser excluido del Arreglo a ILYM Group, Inc. en P.O. Box 2031 Tustin, CA 92781. Toda Solicitud de Exclusión debe incluir el nombre de la persona que solicita la exclusión, indicar que no desea participar en el Arreglo del caso *Revelo v. BASF Corp.*, o No. de Caso 30-2021-01195744, o alguna descripción que identifique el caso, estar firmada por la persona que solicita la exclusión, e incluir una fecha de matasellos no posterior al 17 de enero de 2023 (la “**Fecha Límite de Respuesta**”).

ENVÍE POR CORREO SU SOLICITUD DE EXCLUSIÓN A:

ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781

Si la Solicitud de Exclusión no incluye la información que demuestra que usted desea ser excluido del Arreglo o si no incluye una fecha de matasellos no posterior a la Fecha Límite de Respuesta y no es enviada al Administrador del Arreglo a la dirección que se especifica, no se considerará que la misma es una Solicitud de Exclusión válida dentro de los plazos previstos, a menos que el Tribunal determine que existe un motivo justificado. La fecha del matasellos en el sobre del envío por correo será la manera exclusiva que se utilizará para determinar si una Solicitud de Exclusión fue presentada dentro de los plazos previstos. Si presenta una Solicitud de Exclusión válida dentro de los plazos previstos, usted no tendrá derecho a un Pago de Miembro de la Clase y no quedará vinculado por la exención de responsabilidad de los Reclamos de la Clase. Si presenta una Solicitud de Exclusión válida dentro de los plazos previstos no tendrá derecho a objetar, apelar ni hacer comentarios al Arreglo.

Si no presenta una Solicitud de Exclusión válida dentro de los plazos previstos a más tardar en la Fecha Límite de Respuesta, se considerará que es un Miembro de la Clase Participante y quedará vinculado por todos los términos del Arreglo y la Orden de Aprobación Definitiva y Sentencia dictada en esta Acción Legal. No se tomarán represalias ni medidas adversas contra ningún Miembro de la Clase que participa en el Arreglo o que decide no participar en el Arreglo.

3. **Cómo objetar el Arreglo:** Usted puede objetar el Arreglo de los Reclamos de la Clase enviando por correo un aviso de objeción por escrito al Administrador del Arreglo con fecha de matasellos no posterior a la Fecha Límite de Respuesta.

ENVÍE POR CORREO SU OBJECCIÓN A:

ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781

Para que sea válida, debe completar el formulario de objeción que se incluye más abajo o presentar una objeción por escrito que debe: (a) incluir su nombre; (b) identificar el caso, por ejemplo, indicando que la objeción se relaciona con el caso de *Revelo v. BASF Corp.*, o No. de Caso 30-2021-01195744, o alguna otra descripción que identifique el caso; (c) indicar los fundamentos de la objeción; (d) estar firmada por usted; y (e) incluir una fecha de matasellos no posterior a la Fecha Límite de Respuesta. A menos que el Tribunal determine que existe un motivo justificado, si el Aviso de Objeción no incluye la información que se indica en (a)-(e), no se considerará un Aviso de Objeción válido dentro de los plazos previstos. La fecha del matasellos en el sobre de entrega oficial por correo al Administrador del Arreglo será la manera exclusiva que se utilizará para determinar si un Aviso de Objeción fue entregado oficialmente dentro de los plazos previstos al Administrador del Arreglo. A menos que el Tribunal determine que existe un motivo justificado, si usted no presenta un Aviso de Objeción válido dentro de los plazos previstos, se considerará que renunció a toda objeción y quedará imposibilitado de hacer objeciones al Arreglo.

C. ¿CUÁNTO DINERO RECIBIRÉ?

Los registros de BASF indican que durante el Período de la Clase (es decir, del 30 de abril de 2017 al 1.º de abril de 2022), usted trabajó un total de _____ semanas laborales en un cargo no exento en una ubicación de BASF en California. En base a esta información, se estima que su Pago Individual de la Clase será de aproximadamente \$_____, suponiendo que el Monto Neto del Arreglo es de \$_____. Si el Tribunal aprueba el Arreglo, usted no tiene necesidad de hacer nada para recibir un pago.

Si considera que la cantidad de períodos de pago que los registros del Demandado indican que usted trabajó del 30 de abril de 2017 al 1.º de abril de 2022 son inexactos, puede presentar una impugnación ante el Administrador del Arreglo y proporcionar toda información de apoyo a más tardar el 17 de enero de 2023.

D. ¿SOBRE QUÉ ES ESTA DEMANDA?

La acción legal se denomina *Ever Revelo, et al. v. BASF Corporation, et al.*, y fue designada con el No. de Caso 30-2021-01195744-CU-OE-CXC del Tribunal Superior del Condado de Orange (la "Acción Legal").

El Demandante presentó la Acción Legal con la intención, en parte, de obtener una compensación en representación de una clase de empleados por hora, no exentos de BASF alegando reclamos de salarios mínimos y salarios por horas extra impagos, infracciones de períodos de comidas y períodos de descanso, además de sanciones derivadas por recibos de sueldo y tiempos de espera. En base a dichas alegaciones, el Demandante hace valer reclamos por: (i) competencia ilegal y desleal en infracción de la sección 17200 y subsiguientes del Código de Negocios y Profesiones de California; (ii) no pagar salarios por horas extra en infracción de las secciones 510, 1194 y 1199 del Código de Trabajo de California; (iii) no pagar salarios mínimos en infracción de las secciones 1194 y 1194.2 del Código de Trabajo de California; (iv) no proporcionar períodos de comidas o no pagar primas de períodos de comidas en infracción de las secciones 226.7 y 512 del Código de Trabajo de California y de la Orden de Salario de la Comisión de Bienestar Industrial ("IWC", por sus siglas en inglés) aplicable; (v) no autorizar y permitir períodos de descanso o no pagar primas de período de descanso en infracción de la sección 226.7 del Código de Trabajo de California y de la Orden de Salario de la IWC aplicable; (vi) no proporcionar recibos de sueldo detallados exactos en infracción de la sección 226 del Código de Trabajo de California; (vii) no pagar todos los salarios debidos al momento de la terminación del empleo en infracción de las secciones 201-203 del Código de Trabajo de California; (viii) no pagar oportunamente todo el pago de licencia por enfermedad en infracción de las secciones 201-203 y 246 del Código de Trabajo de California; (ix) no permitir la consulta de registros de empleo en infracción de las secciones 226, 432, 1198.5, 6408 del Código de Trabajo de California y de la Orden de Salario de la IWC aplicable; (x) honorarios de abogados y costos incurridos para el enjuiciamiento de la Acción Legal en representación de los Miembros de la Clase del Arreglo; y (xi) todo otro recurso, sanción e interés derivado disponible conforme a la ley en base a los hechos que se alegan en la Acción Legal.

BASF rechaza todas las alegaciones de la clase del Demandante. Adicionalmente, BASF rechaza que los Miembros de la Clase del Arreglo y los Empleados PAGA tengan derecho a compensación por la conducta que se alega en la Acción Legal.

Después de negociaciones de buena fe con la asistencia de un mediador independiente, el Demandante y BASF acordaron llegar a un arreglo en la Acción Legal. Las Partes y sus abogados llegaron a la conclusión de que el Arreglo es justo, adecuado y razonable, tomando en cuenta los riesgos e incertidumbres de continuar con el litigio para cada una de las Partes.

El Arreglo representa un arreglo de los reclamos en litigio. Ninguna de las secciones del Arreglo tiene la intención de ser ni se interpretará como una admisión de BASF de que los reclamos del Demandante en la Acción Legal tienen mérito o que BASF tiene alguna responsabilidad ante el Demandante o los Miembros de la Clase del Arreglo por la conducta que se alega en la Acción Legal. Al contrario, BASF rechaza toda responsabilidad de este tipo.

E. RESUMEN DE LOS PAGOS DEL ARREGLO

1. **Monto Total del Arreglo:** BASF pagará \$400,000 como el Monto Total del Arreglo. El Monto Total del Arreglo es el monto total que BASF tendrá la obligación de pagar conforme al Arreglo, con la excepción de la parte del empleador de los impuestos de nómina salarial en el componente de salarios de los Pagos Individuales de la Clase, que pagará BASF además del Monto Total del Arreglo. El Monto Total del Arreglo incluirá todos los montos pagados para el Pago al Representante de la Clase al Demandante, los Honorarios de Abogados, los Costos de Litigación, los Costos de Administración del Arreglo, el Monto del Arreglo PAGA para resolver el reclamo de sanciones civiles, y los Pagos Individuales de la Clase a los Miembros de la Clase del Arreglo Participantes.

2. **Pago al Representante de la Clase:** El Demandante solicitó al Tribunal que le otorgue un máximo de \$7,500 por el enjuiciamiento de la Acción Legal y por la Exención de Responsabilidad Plena y General que proporciona a BASF como parte del Arreglo. Si el Tribunal lo otorga, el Pago al Representante de la Clase se pagará del Monto Total del Arreglo.
3. **Honorarios de Abogados:** Los Abogados de la Clase solicitaron al Tribunal que les otorgue un máximo de un tercio del Monto Total del Arreglo (\$133,333.33) en honorarios de abogados por los servicios que prestaron y prestarán los abogados que representan al Demandante en la Acción Legal. El Tribunal otorgará el pago de Honorarios de Abogados del Monto Total del Arreglo. Los Honorarios de Abogados otorgados por el Tribunal constituirán la remuneración plena y completa por todos los honorarios legales y todo el trabajo realizado hasta la finalización de la Acción Legal, en cualquiera que sea dicha fecha.
4. **Costos de Litigación:** Los Abogados de la Clase solicitaron al Tribunal que otorgue un máximo de \$25,000 por los costos de litigación que incurrieron e incurrirán en la investigación, litigación y resolución de la Acción Legal. El Tribunal otorgará el pago de los Costos de Litigación del Monto Total del Arreglo. Los Costos de Litigación otorgados por el Tribunal constituirán la remuneración plena y completa por todos los costos y gastos de los Abogados de la Clase.
5. **Costos de Administración del Arreglo:** El Tribunal otorgará los costos de administración del Arreglo razonables hasta un máximo de \$10,000, que se pagarán del Monto Total del Arreglo. El Tribunal designó a ILYM Group, Inc. para que se desempeñe como un Administrador del Arreglo independiente para los fines de administrar este Arreglo.
6. **Monto del Arreglo PAGA:** Conforme a la Ley del Procurador General Privado ("PAGA", por sus siglas en inglés), el Estado de California designa a procuradores generales privados, tales como el Demandante, para que litiguen reclamos de sanciones civiles contra empleadores por presuntas infracciones del Código de Trabajo, y todos los empleados perjudicados tienen derecho a una parte del 25% de las sanciones que el Estado podrían recuperar de otra manera si litigara directamente las presuntas infracciones del Código de Trabajo. Las Partes acordaron asignar \$20,000 del Monto Total del Arreglo a las sanciones civiles PAGA para resolver los reclamos PAGA en representación del Estado de California por las presuntas infracciones del Código de Trabajo cometidas por BASF contra los empleados no exentos que trabajaron en California del 9 de febrero de 2020 al 1.º de abril de 2022 (el "**Monto del Arreglo PAGA**"). De conformidad con la PAGA, 75% del Monto del Arreglo PAGA (es decir, \$15,000.00) se pagará a la Agencia de Desarrollo de Trabajo y Fuerza Laboral de California, y 25% del Monto del Arreglo PAGA (es decir, \$5,000.00) se distribuirá a los empleados no exentos que trabajaron para BASF durante el período del 9 de febrero de 2020 al 1.º de abril de 2022 (independientemente de si solicitan ser excluidos de los aspectos de demanda colectiva del Arreglo). Cada Pago PAGA Individual se calculará dividiendo la cantidad total de períodos de pago trabajados durante el Período PAGA de cada Empleado PAGA individual por el total de todos los períodos de pago trabajados por todos los Empleados PAGA durante el Período PAGA, y multiplicando dicho resultado por la parte de 25% del Monto del Arreglo PAGA.
7. **Monto Neto del Arreglo:** El Monto Neto del Arreglo significa el Monto Total del Arreglo menos las deducciones para el Pago al Representante de la Clase, los Honorarios de Abogados, los Costos de Litigación, los Costos de Administración del Arreglo, y el Monto del Arreglo PAGA.
8. **Pagos Individuales de la Clase:** BASF pagará el Monto Neto del Arreglo a los **Miembros de la Clase del Arreglo Participantes**. La parte del Monto Neto del Arreglo de cada Miembro de la Clase del Arreglo Participante (el "**Pago Individual de la Clase**") se basará en la cantidad de semanas laborales que cada Miembro de la Clase Participante trabajó para BASF en California durante el Período de la Clase. Cada Pago Individual de la Clase se calculará dividiendo las semanas laborales individuales de un Miembro de la Clase del Arreglo Participante trabajadas para BASF en California durante el Período de la Clase por el total de todas las semanas laborales trabajadas por todos los Miembros de la Clase del Arreglo Participantes para BASF durante el Período de la Clase y multiplicando dicho resultado por el Monto Neto del Arreglo. Los

Pagos Individuales de la Clase se asignarán 20% como salarios, 20% como intereses y 60% como sanciones. El componente de salarios de los Pagos Individuales de la Clase estará sujeto a informes W-2 y estará sujeto a deducciones de impuestos de empleo y nómina salarial de los empleados. Los componentes de intereses y sanciones de los Pagos Individuales de la Clase estarán sujetos a informes del Formulario 1099 del IRS, si lo exige la ley, y no estarán sujetos a deducciones por impuestos de empleo y nómina salarial.

9. El Pago al Representante de la Clase, los Honorarios de Abogados, los Costos de Litigación, los Costos de Administración del Arreglo, el Monto del Arreglo PAGA y los Pagos Individuales de la Clase se pagarán después de que el Tribunal dicte una Orden de Aprobación Definitiva y Sentencia, hayan transcurrido todos los plazos para que los Miembros de la Clase del Arreglo apelen u objeten la Orden de Aprobación Definitiva y Sentencia, y la Orden de Aprobación Definitiva y Sentencia siga siendo aplicable (es decir, la “**Fecha de Vigencia**”).
10. La sección 384 del Código de Procedimientos Civiles de California exige que todos los fondos de arreglos no reclamados sean entregados a una entidad sin fines de lucro que cumple con ciertos criterios. Todo fondo no reclamado debido a que un Miembro de la Clase del Arreglo no cobró un cheque de Pago Individual del Arreglo antes de la Fecha de Anulación será enviado por el Administrador del Arreglo a CASA of Orange County. Todo impuesto de nómina salarial del empleado reembolsado que corresponda al componente de salarios de todo cheque de Pago Individual del Arreglo no cobrado también será enviado por el Administrador del Arreglo a CASA of Orange County. Todo impuesto de nómina salarial del empleador reembolsado que corresponda al componente de salarios de todo cheque de Pago Individual del Arreglo no cobrado será devuelto a BASF.
11. Si el Tribunal no otorga aprobación definitiva al Arreglo o si la Sentencia no se convierte en definitiva y vinculante por cualquier motivo, el Arreglo se convertirá en nulo y sin efecto; si ello ocurre, ni el Demandante ni BASF tendrán obligaciones adicionales conforme al Arreglo, lo que incluye ninguna obligación por parte de BASF de pagar el Monto Total del Arreglo ni ningún monto que hubiera debido de otra manera conforme a este Arreglo. El hecho de que el Tribunal otorgue un monto menor que el que solicitan el Demandante y los Abogados de la Clase para el Pago al Representante de la Clase, los Honorarios de Abogados, los Costos de Litigación, el Monto del Arreglo PAGA o los Costos de Administración del Arreglo no causará que el Arreglo sea nulo y sin efecto.

E. ¿QUÉ RECLAMOS SE EXIMEN?

Si usted no solicita ser excluido de los aspectos de demanda colectiva del Arreglo, usted será un Miembro de la Clase Participante. Como un Miembro de la Clase Participante, usted no podrá demandar, continuar con una demanda o ser parte de ninguna otra demanda contra las Partes Eximidas sobre los “Reclamos de la Clase Eximidos” en este Arreglo. Las “**Partes Eximidas**” significa BASF y sus subsidiarias, compañías afiliadas y/o compañías matrices; los planes de beneficios de empleados patrocinados o mantenidos por cualquiera de los anteriores; los respectivos sucesores y antecesores en interés de los anteriores; los funcionarios, directores, empleados, administradores, fiduciarios, fideicomisarios, beneficiarios, abogados y agentes de los anteriores; y cada uno de sus funcionarios, directores, accionistas, empleados, agentes, representantes, contadores, auditores, consultores, compañías de seguro y reaseguradores anteriores, actuales y futuros.

Reclamos de la Clase Eximidos: En la Fecha de Vigencia, el Demandante en su nombre y en representación de los Miembros de la Clase del Arreglo Participantes, eximirá de responsabilidad de forma plena e irrevocable a las Partes Eximidas por los **Reclamos de la Clase** a cambio de la contraprestación que se establece en este Arreglo.

Los “**Reclamos de la Clase**” significa todo reclamo, derecho, demanda, responsabilidad, y causa de acción legal de toda naturaleza y descripción, ya sea conocido o desconocido, de salarios, beneficios y sanciones relacionadas hechas valer concretamente o que se podrían hacer valer en la Acción Legal por parte del Demandante en su nombre y/o en representación de los Miembros de la Clase del Arreglo en base a los hechos que se alegan en el Aviso PAGA del 9 de febrero de 2021 del Demandante, el Aviso PAGA del 14 de febrero de 2022 del

Demandante, y/o la Demanda original del 15 de abril de 2021, la Primera Demanda Enmendada del 20 de mayo de 2021, y/o la Segunda Demanda Enmendada del 18 de febrero de 2022 en la Acción Legal. Ello incluye reclamos por: (i) competencia ilegal y desleal en infracción de la sección 17200 y subsiguientes del Código de Negocios y Profesiones de California; (ii) no pagar salarios por horas extra en infracción de las secciones 510, 1194 y 1199 del Código de Trabajo de California (lo que incluye todo pago de horas extra retroactivo que pueda estar relacionado con el pago de bonificaciones de BASF durante el Período de la Clase); (iii) no pagar salarios mínimos en infracción de las secciones 1194 y 1194.2 del Código de Trabajo de California; (iv) no proporcionar períodos de comidas o no pagar primas de períodos de comidas en infracción de las secciones 226.7 y 512 del Código de Trabajo de California y de la Orden de Salario de la Comisión de Bienestar Industrial (“IWC”, por sus siglas en inglés) aplicable; (v) no autorizar y permitir períodos de descanso o no pagar primas de período de descanso en infracción de la sección 226.7 del Código de Trabajo de California y de la Orden de Salario de la IWC aplicable; (vi) no proporcionar recibos de sueldo detallados exactos en infracción de la sección 226 del Código de Trabajo de California; (vii) no pagar todos los salarios debidos al momento de la terminación del empleo en infracción de las secciones 201-203 del Código de Trabajo de California; (viii) no pagar todo el pago de licencia por enfermedad en infracción de las secciones 201-203 y 246 del Código de Trabajo de California; (ix) no permitir la consulta de registros de empleo en infracción de las secciones 226, 432, 1198.5, 6408 del Código de Trabajo de California y de la Orden de Salario de la IWC aplicable; (x) honorarios de abogados y costos incurridos para la litigación de la Acción Legal en representación de los Miembros de la Clase del Arreglo; y (xi) todo otro recurso, sanción e interés derivado disponible conforme a la ley en base a los hechos que se alegan en la Acción Legal. Los “Reclamos de la Clase” también incluyen todos los reclamos que el Demandante y/o los Miembros de la Clase del Arreglo puedan tener contra las Partes Eximidas relacionados con: (a) el pago, imposición y asignación de Honorarios de Abogados y Costos de Litigación a los Abogados de la Clase de conformidad con este Acuerdo de Arreglo; (b) el pago, imposición y asignación del Pago al Representante de la Clase de conformidad con este Acuerdo de Arreglo; y (c) el pago, imposición y asignación de pagos a los Miembros de la Clase del Arreglo Participantes.

Es posible que el Demandante y los Miembros de la Clase del Arreglo Participantes descubran hechos adicionales o diferentes a los que se conocen en este momento o que se consideran verdaderos en relación con el tema de los Reclamos de la Clase Eximidos pero, a la Fecha de Vigencia, se considerará que el Demandante y los Miembros de la Clase del Arreglo Participantes llegaron a un arreglo y eximieron de responsabilidad de forma plena, definitiva y para siempre todos los Reclamos de la Clase Eximidos, y lo habrán hecho por efecto de la Orden de Aprobación Definitiva y Sentencia. La intención de las Partes es que la Orden de Aprobación Definitiva y Sentencia dictada por el Tribunal tenga un efecto pleno de “cosa juzgada” y que sea definitiva y vinculante para el Demandante y los Miembros de la Clase del Arreglo Participantes en lo que se refiere a los Reclamos de la Clase Eximidos. **Se eximen de responsabilidad todos los Reclamos de la Clase Eximidos durante el Período de la Clase (30 de abril de 2017 al 1.º de abril de 2022).** La naturaleza vinculante del Arreglo y de los Reclamos de la Clase Eximidos tendrá la misma vigencia y efecto que si cada Miembro de la Clase del Arreglo Participante hubiera suscrito el Acuerdo de Arreglo de forma individual.

Además de los Reclamos de la Clase, el Arreglo exime de responsabilidad a las Partes Eximidas por algunos reclamos de sanciones civiles conforme a PAGA. Los **Reclamos PAGA Eximidos** son todos los reclamos, derechos y demandas de toda naturaleza y descripción, ya sean conocidos o desconocidos, de sanciones civiles que fueron hechos valer concretamente o que se podrían haber hecho valer conforme a PAGA en la Acción Legal por parte del Demandante, como un representante del Estado de California y en representación del Estado de California y los empleados PAGA en base a los hechos que se alegan en el Aviso PAGA del 9 de febrero de 2021 del Demandante y/o el Aviso PAGA del 14 de febrero de 2022 del Demandante. Ello incluye reclamos por sanciones civiles disponibles conforme a PAGA por presuntas infracciones de §§ 201-204, 210, 212, 225.5, 226, 226.3, 226.7, 246, 432, 450, 510 (lo que incluye todo pago de horas extra retroactivo que pueda estar relacionado con el pago de bonificaciones de BASF durante el Período PAGA), 512, 558, 1194, 1197, 1197.1, 1198, 1198.5 y 6408 del Código de Trabajo y la Orden u Órdenes de Salario de la IWC aplicables, y por honorarios de abogados y costos incurridos para el enjuiciamiento de la Acción Legal en representación del Estado de California y los

empleados PAGA. La exención de responsabilidad PAGA se limita a reclamos, derechos y demandas por sanciones civiles conforme a PAGA, además del reembolso de honorarios de abogados o costos que se podrían haber otorgado al Demandante o a toda firma de abogados que representa al Demandante, incluyendo a Winston Law Group, P.C., en relación con los Reclamos PAGA.

G. AUDIENCIA DE APROBACIÓN DEFINITIVA DEL ARREGLO

El Tribunal celebrará una Audiencia de Aprobación Definitiva el 14 de abril de 2023 a las 1:30 p.m., en Civil Complex Center en Dept. 101 del Juzgado Superior del Condado de Orange ubicado en 751 W. Santa Ana Blvd, Santa Ana, CA 92701, para determinar si el Arreglo debe recibir aprobación definitiva como justo, razonable y adecuado. Al Tribunal también se le solicitará que apruebe las solicitudes del Pago al Representante de la Clase, el Pago por Servicios, los Honorarios de Abogados, los Costos de Litigación, el Monto del Arreglo PAGA, y los Costos de Administración del Arreglo.

La Audiencia de Aprobación Definitiva puede ser postergada sin aviso previo a los Miembros de la Clase del Arreglo. **Usted no tiene necesidad de asistir a esta audiencia.** Si presentó una objeción e indicó su intención de asistir de la manera que se establece más arriba, puede asistir a la audiencia y dirigir la palabra. Se recomienda a los Miembros de la Clase del Arreglo que consulten el sitio web del arreglo en www.ilymgroup/BASFCorporation.com o el sistema de acceso a casos en línea del Tribunal visitando <https://www.occourts.org/online-services/case-access/> o www.occourts.org, haciendo clic en "Online Services" (servicios en línea), luego hacer clic en el botón de "Access Now" (acceder ahora) al lado de la sección de "Case Access" (acceso a casos), seleccionar el botón de "Access Now" al lado de la categoría de "Civil Case & Document Access" (acceso a casos civiles y documentos), aceptar los términos, e ingresar el número de caso (30-2021-01195744) y el año de presentación (2021) para confirmar que no cambió la fecha de la audiencia.

H. CÓMO OBTENER INFORMACIÓN ADICIONAL

Este Aviso es un resumen del Arreglo de demanda colectiva propuesto. Para acceder a los términos y condiciones exactos del Arreglo o si tiene preguntas sobre el Arreglo, consulte el Acuerdo de Arreglo que se encuentra disponible en www.ilymgroup/BASFCorporation.com, comuníquese con los Abogados de la Clase (consulte la información de contacto a continuación), comuníquese con el Administrador del Arreglo (consulte la información de contacto a continuación), o acceda al expediente de esta Acción Legal del Tribunal a través del sistema de acceso a casos en línea del Tribunal en <https://www.occourts.org/online-services/case-access> o www.occourts.org, haciendo clic en "Online Services" (servicios en línea), luego hacer clic en el botón de "Access Now" (acceder ahora) al lado de la sección de "Case Access" (acceso a casos), seleccionar el botón de "Access Now" al lado de la categoría de "Civil Case & Document Access" (acceso a casos civiles y documentos), aceptar los términos, e ingresar el número de caso (30-2021-01195744) y el año de presentación (2021), o visite la oficina del Secretario del Tribunal del Tribunal Superior de California del Condado de Orange, 751 W. Santa Ana Blvd, Santa Ana, CA 92701, de lunes a viernes, excluyendo los feriados de tribunales. También puede comunicarse con los Abogados de la Clase:

ADMINISTRADOR DEL ARREGLO:

ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

Teléfono: (888) 250-6810

Fax: (888) 845-6185

Email: claims@ilymgroup.com

ABOGADOS DE LA CLASE:

WINSTON LAW GROUP, P.C.

David S. Winston

1880 Century Park East, Suite 511
Los Angeles, CA 90067
Teléfono: 424.288.4568
Fax: 424.532.4062
Email: david@employmentlitigators.com

**NO LLAME AL TRIBUNAL NI A LA OFICINA DEL SECRETARIO DEL TRIBUNAL POR
CONSULTAS SOBRE ESTE ARREGLO.**

ILYM ID: [ILYM ID]

**FORMULARIO DE SOLICITUD DE EXCLUSIÓN
SOLICITUD PARA EXCLUIRME DEL ARREGLO**

Ever Revelo, et al. v. BASF Corporation, et al., No. de Caso 30-2021-01195744-CU-OE-CXC

[Escriba claramente toda la información en letra de molde]

Deseo excluirme del Arreglo de la Acción Legal *Revelo*.

Apellido

Primer nombre

Inicial

Firma

Fecha

Para que esta solicitud de exclusión tenga vigencia **DEBE** completar, firmar y enviar por correo este formulario a la dirección a continuación con una fecha de matasellos no posterior al 17 de enero de 2023.

ENVÍE POR CORREO SU SOLICITUD DE EXCLUSIÓN A:
ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781

ILYM ID: [ILYM ID]

FORMULARIO DE OBJECCIÓN

OBJECCIÓN AL ARREGLO DE LOS RECLAMOS DE LA CLASE

Ever Revelo, et al. v. BASF Corporation, et al., No. de Caso 30-2021-01195744-CU-OE-CXC

[Escriba claramente toda la información en letra de molde]

Apellido

Primer nombre

Inicial

FUNDAMENTOS DE LA OBJECCIÓN:

Firma

Fecha

Para que esta objeción tenga vigencia DEBE completar, firmar y enviar por correo este formulario a la dirección a continuación con una fecha de matasellos no posterior al 17 de enero de 2023.

ENVÍE POR CORREO SU OBJECCIÓN A:

ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781