

1 *[Counsel listed on following page]*

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11
12 MARCUS FRENCH, as an individual and on
13 behalf of all others similarly situated,

14 Plaintiff,

15 vs.

16 LONZA BIOLOGICS INC., a Delaware
17 corporation; and DOES 1 through 50,
18 inclusive.

19 Defendants.
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Case No. 21STCV08097

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

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1 **I. INTRODUCTION**

2 This Joint Stipulation of Class and Representative Action Settlement and Release
3 ("Settlement Agreement" or "Agreement") is made and entered into by and between Plaintiff
4 Marcus French and Defendant Lonza Biologics Inc. It sets forth the Parties' class and
5 representative action settlement to resolve all of the claims asserted in the above-captioned action
6 and any claims that could have been alleged in the above-captioned action and is subject to Court
7 approval.

8 **II. DEFINITIONS**

9 The following definitions are applicable to the Settlement Agreement. Definitions
10 contained elsewhere in the Settlement Agreement also shall be applicable.

11 1. "Action" means *Marcus French v. Lonza Biologics Inc.*, Los Angeles County
12 Superior Court Case No. 21STCV08097.

13 2. "Class Counsel" means Zachary Crosner, Blake Jones, and Chad Saunders of
14 Crosner Legal, PC.

15 3. "Class Counsel Award" means the total amount to be paid to Class Counsel,
16 including Class Counsel Fees and Class Counsel Expenses, subject to the Court's final approval of
17 the Settlement. Any amount of Class Counsel Award not awarded to Class Counsel shall be added
18 to the Net Class Settlement Amount.

19 4. "Class Counsel Expenses" means the amount of actual litigation expenses Class
20 Counsel incurred in connection with this Action, including without limitation, their pre-filing
21 investigation, their filing of the Action and all related litigation activities, the costs associated with
22 mediation and resolution of this Action, this Settlement and filing for Court approval, and all post-
23 Settlement compliance procedures. Defendant agrees not to object to a request that the Court
24 approve Class Counsel Expenses of up to Fifteen Thousand Dollars (\$15,000).

25 5. "Class Counsel Fees" means the amount of attorneys' fees paid to compensate Class
26 Counsel for their services rendered, and to be rendered, to Plaintiff and the Class in connection
27 with the Action. Defendant agrees not to oppose Class Counsel Fees of up to 33.3% percent of
28 the Gross Settlement Amount or One Hundred Eighty-Five Thousand Three Hundred Fourteen

Dollars and Fifty Cents (\$185,314.50), subject to the Court's final approval of the Settlement.

6. "Class List" means a list of Settlement Class Members and PAGA Representative Action Members that Defendant will compile from its records, which shall include, to the extent available in Defendant's business records: each Settlement Class Member's and each PAGA Representative Action Member's full name; last known address; employee ID number; and Social Security number, and number of Qualifying Workweeks. The Class List shall be formatted as a Microsoft Excel spreadsheet or equivalent format and shall be provided to the Settlement Administrator after Preliminary Approval of this Settlement.

7. "Qualifying Workweeks" means all weeks in which a Settlement Class Member worked for Defendant as a non-exempt employee in California at any time during the period from March 2, 2017, through the date the Court grants Preliminary Approval of the Settlement Agreement or January 1, 2022, whichever occurs first, excluding weeks when the Settlement Class Member was on leave for the entire week.

8. "Class Period" means the period from March 2, 2017, through the date the Court grants Preliminary Approval of the Settlement Agreement, or January 1, 2022, whichever occurs first.

9. "Complaint(s)" means the Complaint filed in Los Angeles County Superior Court on March 2, 2021 (Case No. 21STCV08097) and any amendments thereto.

10. "Court" means the Superior Court of California for the County of Los Angeles.

11. "Defendant" means Lonza Biologics Inc.

12. "Defense Counsel" means Winston & Strawn LLP.

13. "Effective Date" means the latest of: (i) if there are no objectors or intervenors, then the date the Court finally approves this Agreement; (ii) if there are objectors or intervenors but no appeal is filed, the expiration date of the time for filing or noticing any appeal of the order approving the settlement and/or entry of judgment; (iii) if there is an appeal of the Court's judgment, the date the order and judgment approving the Settlement are affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (iv) if a petition for writ of certiorari is filed, the date of denial

1 of the petition for writ of certiorari, or the date the order and judgment approving the settlement
2 are affirmed pursuant to such petition.

3 14. “Gross Settlement Amount” means the total amount of five hundred fifty-six
4 thousand and five hundred dollars (\$556,500.00) that Defendant is required to pay under this
5 Settlement Agreement for full and complete settlement of the Action, which will satisfy: the
6 Individual Class Settlement Payments to Participating Settlement Class Members, the Individual
7 PAGA Settlement Payments to PAGA Representative Action Members, the Representative Service
8 Award to Plaintiff, the portion of the PAGA Amount to be paid to the LWDA, the Settlement
9 Administration Costs to the Settlement Administrator, and the Class Counsel Award. In no event
10 will Defendant ever be required to pay more than the Gross Settlement Amount of \$556,500.00,
11 except that Defendant shall pay the employer’s share of the payroll taxes separately from and in
12 addition to the Gross Settlement Amount. No portion of the Gross Settlement Amount shall revert
13 back to Defendant.

14 15. “Individual PAGA Payment” means each Representative Action Member’s share of
15 the PAGA Amount calculated in accordance with the calculations described in Paragraph III.13.b.

16 16. “Individual Settlement Share” means each Participating Settlement Class Member’s
17 share of the Net Class Settlement Amount calculated in accordance with the calculations described
18 in Paragraph III.13.a. Payment of an Individual Settlement Share shall be referred to as an
19 “Individual Class Settlement Payment.”

20 17. “LWDA” means the California Labor and Workforce Development Agency.

21 18. “Net Class Settlement Amount” means the portion of the Gross Settlement Amount
22 remaining after deduction of the Representative Service Award, the Settlement Administration
23 Costs, the Class Counsel Award, and the PAGA Amount. The entire Net Class Settlement Amount
24 will be distributed to Participating Settlement Class Members.

25 19. “Notice of Settlement” means the notice (substantially in the form attached hereto
26 as Exhibit A) that the Court approves and orders to be sent to all Settlement Class Members and
27 PAGA Representative Action Members advising them of the terms of the Settlement and their
28 rights under the Settlement Agreement.

1 20. “PAGA Amount” means an amount not to exceed \$55,650.00 attributable to
2 Plaintiff’s claims pursuant to the California Private Attorneys General Act of 2004, California
3 Labor Code section 2698 *et seq.* (“PAGA”), which shall be allocated between the LWDA and
4 PAGA Representative Action Members as described in Paragraph III.3 of this Agreement.

5 21. “PAGA Period” means the period from December 27, 2019, through the date the
6 Court grants Final Approval of the Settlement Agreement.

7 22. “PAGA Released Claims” means any and all claims, demands, damages, debts,
8 liabilities, actions, causes, and/or causes of action arising or accruing at any time prior to the date
9 of Preliminary Approval for civil penalties pursuant to PAGA that were asserted in the Complaints
10 and/or that could have been asserted in the Complaints based on the facts and/or legal allegations
11 alleged in the Complaints. The PAGA Released Claims include, but are not limited to, all claims
12 for PAGA civil penalties (under California Labor Code section 2698 *et seq.*) premised on alleged
13 violations of California Labor Code sections 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221-
14 223, 225.5, 226, 226.6, 226.7, 233-234, 245-249, 256, 432.7, 510, 512, 558, 558.1, 1024.5, 1174,
15 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2810.5; all applicable Industrial
16 Welfare Commission Wage Orders, including, No. 1-2001; California Civil Code § 1786 *et seq.*;
17 and 15 U.S.C. § 1681 *et seq.* The release shall include all the above claims through Preliminary
18 Approval.

19 23. “PAGA Representative Action Members” means all current and former non-exempt
20 employees of Defendant in the State of California during the PAGA Period.

21 24. “Participating Settlement Class Members” means all Settlement Class Members
22 who do not submit a valid letter requesting to be excluded from the Settlement, consistent with the
23 terms set forth in the Settlement Agreement.

24 25. “Parties” means Plaintiff and Defendant, collectively.

25 26. “Plaintiff” means the named plaintiff in the Action, Marcus French.

26 27. “Preliminary Approval” means the Court order granting preliminary approval of the
27 Settlement Agreement.

28 28. “Final Approval” means the court granting final approval of the Settlement

1 Agreement.

2 29. “Randolph Settlement Class Members” means individuals who participated in
3 settlements of the following cases formerly pending in the Superior Court of California, County of
4 Los Angeles: *Randolph v. Baxalta US Inc.*, et al., Case No. BC667176 and *Martinez v. Baxalta US*
5 *Inc.*, Case No. BC705969.

6 30. “Qualified Settlement Account” means the account established by the Settlement
7 Administrator, into which the Gross Settlement Amount shall be deposited. In addition, and as an
8 amount separate from the Gross Settlement Amount, Defendant shall also transmit the employer-
9 side taxes on the wage portion of the Individual Class Settlement Payments to the Settlement
10 Administrator for deposit into the Qualified Settlement Account.

11 31. “Released Class Claims” means any and all claims, demands, damages, debts,
12 liabilities, actions, causes, and/or causes of action arising or accruing at any time prior to the date
13 of Preliminary Approval that were asserted in the Complaints and/or that could have been asserted
14 in the Complaints based on the facts and/or legal allegations alleged in the Complaints, including
15 claims for: failure to pay for all hours worked; failure to pay minimum wages; failure to pay
16 overtime wages; failure to adopt a valid alternative workweek schedule; failure to provide rest
17 periods; failure to provide meal periods; failure to pay all wages upon termination; failure to
18 provide accurate wage statements; unfair competition based upon the alleged Labor Code
19 violations; restitution for any of the foregoing; any penalties, including statutory and civil
20 penalties, related to any or all of the foregoing; attorneys’ fees or costs related to any or all of the
21 foregoing; interest related to any or all of the foregoing; and/or any other damages or amounts
22 related to any or all of the foregoing. The release includes, but is not limited to, any and all claims
23 pursuant to: California Business and Professions Code section 17200 *et seq.* based upon the
24 alleged Labor Code violations; California Labor Code sections 201, 201.3, 202, 203, 204, 204.1,
25 204.2, 226, 226.7, 245-249, 510, 511, 512, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 2802, and the
26 applicable California Industrial Welfare Commission Wage Orders. The release shall include all
27 the above claims through Preliminary Approval.

28 32. “Released Parties” means Defendant, its ultimate parent, Lonza Group, Ltd. and

1 Lonza Group, Ltd.’s direct and indirect subsidiaries; each of their present, former, or future
2 owners, officers, directors, shareholders, employees, insurers, successors and assigns,
3 predecessors, managing agents, and representatives and/or attorneys; and any all entities that
4 Plaintiff, a Settlement Class Member, and/or a PAGA Representative Action Member may assert
5 were joint employers with Defendant at the time such individual was working for Defendant.

6 33. “Representative Service Award” means the amount that the Court authorizes to be
7 paid to Plaintiff, in addition to his Individual Class Settlement Payment and Individual PAGA
8 Payment (if any), in recognition of his efforts and work in prosecuting the Action on behalf of
9 Settlement Class Members and PAGA Representative Action Members. Subject to the Court’s
10 final approval, the Parties agree that Plaintiff shall be paid up to Ten Thousand Dollars
11 (\$10,000.00) from the Gross Settlement Amount.

12 34. “Response Deadline” means the deadline by which Settlement Class Members must
13 postmark their request to be excluded from the Settlement or dispute of information in the Notice
14 of Settlement, via mail, to the Settlement Administrator. The Response Deadline is also the
15 deadline by which Settlement Class Members must serve any objections on Counsel for the Parties
16 and the Settlement Administrator. The Response Deadline shall be sixty (60) calendar days from
17 the initial mailing of the Notice of Settlement by the Settlement Administrator, unless the 60th day
18 falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the
19 next day on which the U.S. Postal Service is open.

20 35. “Settlement Administration Costs” means the expenses payable from the Gross
21 Settlement Amount to the Settlement Administrator for administering the Settlement, including,
22 but not limited to, printing, distributing, and tracking forms and notices for the Settlement, tax
23 reporting, establishing a Qualified Settlement Amount, administering and distributing payments
24 from the Gross Settlement Amount pursuant to the terms of the Settlement Agreement, and
25 providing necessary reports and declarations, as requested by the Parties. Any portion of the
26 Settlement Administration Costs not approved by the Court shall be added to the Net Class
27 Settlement Amount.

28 36. “Settlement Administrator” means Simpluris, Inc, the third-party class action

1 settlement administrator mutually agreed to by the Parties to handle the administration of the
2 Settlement, subject to approval by the Court.

3 37. “Settlement Agreement” or “Agreement” means this Joint Stipulation of Class and
4 Representative Action Settlement and Release.

5 38. “Settlement Class” and “Settlement Class Member(s)” means all of Defendant’s
6 non-exempt employees in the State of California during the Class Period, Defendant represents
7 that, as of June 18, 2021, there were no more than 224 Settlement Class Members with no more
8 than 17,982 workweeks worked during the Class Period. Defendant derived this data, in part, by
9 extrapolating data to and including October 2, 2017.

10 39. “Settlement” means the Parties’ agreement to compromise the Action, the material
11 terms of which are set forth in the Settlement Agreement.

12 **III. TERMS OF AGREEMENT**

13 1. Terms of Agreement Subject to Court Approval. All terms set forth in the
14 Settlement Agreement are subject to Court approval. The Parties stipulate to class certification only
15 for purposes of the Settlement. Plaintiff shall apply to the Court for approval of the Settlement
16 Agreement and for class certification solely for purposes of effectuating the Settlement. Defendant
17 shall not oppose this application. If, for any reason, the Settlement is not approved, the stipulation
18 to certification will be void. The Parties further agree that certification for purposes of the
19 Settlement is not an admission that class certification is proper under the standard applied to
20 contested certification motions and that the Settlement will not be admissible in this, or any other,
21 legal process as evidence that (i) a class should be certified, (ii) representative treatment is
22 appropriate, or (iii) Defendant is liable to Plaintiff or any of the Settlement Class Members.

23 2. Funding of the Gross Settlement Amount. Within thirty (30) calendar days of the
24 Effective Date, Defendant shall deposit into the Qualified Settlement Account the Gross
25 Settlement Amount and employer-side taxes on the wage portion of the Individual Class
26 Settlement Payments. The funds in the Qualified Settlement Account shall be used to pay:
27 (1) Individual Class Settlement Payments; (2) Individual PAGA Settlement Payments; (3) the
28 LWDA’s portion of the PAGA Amount; (4) the Class Counsel Award; (5) the Representative

1 Service Award payment; (6) Settlement Administration Costs; and (7) all employer's and
2 employee's withholdings and taxes associated with the wage-portion of Individual Class
3 Settlement Shares.

4 3. PAGA Amount. Subject to Court approval, \$55,650.00 from the Gross Settlement
5 Amount shall be designated for satisfaction of the PAGA Released Claims. Pursuant to PAGA,
6 Seventy-Five Percent (75%), or \$41,737.50, of the PAGA Amount shall be paid to the LWDA and
7 Twenty-Five Percent (25%), or \$13,912.50, shall be distributed proportionally among the PAGA
8 Representative Action Members on a pro rata basis, as described below. If the PAGA Amount is
9 adjusted by the Court, it shall be adjusted by using funds from the Gross Settlement Amount and
10 in no event shall increase the Gross Settlement Amount.

11 4. Representative Service Award. In exchange for a general release, and in recognition
12 of Plaintiff's efforts and work in prosecuting the Actions on behalf of Settlement Class Members
13 and PAGA Representative Action Members, Defendant agrees not to oppose any application or
14 motion for a Representative Service Award payment to Plaintiff not to exceed Ten Thousand
15 Dollars (\$10,000.00). The Representative Service Award payment, which shall be paid from the
16 Gross Settlement Amount, shall be in addition to the Plaintiff's Individual Class Settlement
17 Payment and Individual PAGA Settlement Payment (if any) paid pursuant to the Settlement. The
18 Settlement Administrator shall issue an IRS Form 1099 for the Representative Service Award.
19 Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on the payments
20 made pursuant to this Paragraph and shall hold Defendant harmless from any claim or liability for
21 taxes, penalties, or interest arising as a result of the payment. Any reduction in the amount of the
22 Representative Service Award by the Court shall remain in the Net Class Settlement Amount to be
23 distributed to Participating Settlement Class Members.

24 5. Settlement Administration Costs. The Settlement Administrator shall be paid for the
25 costs of administration of the Settlement and distribution of all payments from the Gross
26 Settlement Amount. The estimate of the Settlement Administration Costs is \$5,500. These costs,
27 which shall be paid from the Gross Settlement Amount, shall be used to administer the Settlement,
28 including, *inter alia*, preparing the required tax reporting on the Individual Settlement Payments,

1 issuing 1099 and W-2 IRS Forms, distributing the Notices of Settlement, establishing a Qualified
2 Settlement Account, calculating Individual Class Settlement Payments and Individual PAGA
3 Settlement Payments, processing exclusion requests, distributing the Net Class Settlement Amount
4 as directed by the Court and as set forth herein, and providing necessary reports and declarations.
5 No fewer than ten (10) calendar days before the Final Approval hearing, the Settlement
6 Administrator shall provide the Court and all counsel for the Parties with a statement detailing the
7 Settlement Administration Costs, the notice program, and calculation of Individual Class
8 Settlement Payments and Individual PAGA Settlement Payments. The Parties agree to cooperate
9 in the settlement administration process and to make all reasonable efforts to control and minimize
10 the costs and expenses incurred in the administration of the Settlement. An IRS Form 1099 shall
11 be issued to the Settlement Administrator. Any portion of the Settlement Administration Costs that
12 are not used or which are not awarded by the Court will not revert to Defendant, but instead will
13 be part of the Net Class Settlement Amount for distribution to Participating Settlement Class
14 Members. If the Settlement Administration Costs exceed \$5,500, such cost will be deducted from
15 the Net Class Settlement Amount.

16 6. Payment of Class Counsel Award. Defendant agrees not to oppose any application
17 or motion by Class Counsel for Class Counsel Fees not to exceed One Hundred Eighty-Five
18 Thousand Three Hundred and Fourteen Dollars and Fifty Cents (\$185,314.50), and Class Counsel
19 Costs not to exceed \$15,000. The Class Counsel Award shall be paid out of the Gross Settlement
20 Amount. Any portion of the Class Counsel Award not awarded to Class Counsel shall be returned
21 to the Net Class Settlement Amount for distribution to Participating Settlement Class Members.
22 Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment
23 made pursuant to this Paragraph. IRS Form 1099 shall be provided to Class Counsel for the
24 payments made pursuant to this Paragraph.

25 7. Notice Procedure. The Settlement Administrator shall be responsible for the
26 following notice procedure.

27 a. Delivery of the Class List. Within five (5) business days after Preliminary
28 Approval, Defendant shall provide the Class List to the Settlement Administrator. The Settlement

1 Administrator shall keep the Class List confidential and shall not disclose it to anyone, except: (i)
2 to carry out reasonable efforts described below; (ii) if a Settlement Class Member seeks
3 information from Class Counsel regarding the Settlement, the Settlement Administrator may share
4 information with Class Counsel that is contained in the Class List regarding that particular
5 Settlement Class Member to the extent necessary to respond to the question or issue, except that
6 the Settlement Administrator will not share Social Security Numbers with Class Counsel; or (iii)
7 pursuant to Defendant's express written authorization.

8 b. Notice by First-Class U.S. Mail. Within ten (10) calendar days of receiving
9 the Class List, the Settlement Administrator shall send the Notice of Settlement to all Settlement
10 Class Members and PAGA Representative Action Members via First Class U.S. Mail using the
11 most current mailing addresses identified. The Settlement Administrator shall conduct reasonable
12 verification measures relating to the addresses before the mailing, including checking the
13 addresses with the National Change of Address of Database.

14 c. Procedure for Lost and Undeliverable Notices. Any Notice of Settlement
15 returned to the Settlement Administrator as non-delivered on or before the Response Deadline
16 shall be sent to the forwarding address affixed thereto. If no forwarding address is provided, the
17 Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace,
18 or other search using the name, address and/or Social Security number of the Settlement Class
19 Member and/or PAGA Representative Action Member involved, and shall re-mail the Notice of
20 Settlement. If after performing a skip-trace search, the Settlement Class Member's Notice of
21 Settlement is again returned to the Settlement Administrator as non-deliverable, that Settlement
22 Class Member will be deemed a Participating Settlement Class Member, and the Settlement
23 Administrator will have no further obligation to undertake efforts to obtain an alternative address.
24 If after performing a skip-trace search, the PAGA Representative Action Member's Notice of
25 Settlement is again returned to the Settlement Administrator as non-deliverable, the Settlement
26 Administrator will have no further obligation to undertake efforts to obtain an alternative address,
27 but the PAGA Representative Action Member shall be deemed a Participating PAGA
28 Representative Action Member. The Response Deadline for any Settlement Class Member who is

1 re-mailed a Notice of Settlement shall be extended fifteen (15) calendar days from the original
2 Response Deadline. If the Response Deadline for any Settlement Class Member is later than the
3 original 60 day deadline, the Settlement Administrator shall include a letter with the Notice of
4 Settlement advising the Settlement Class Member of the adjustment to the Response Deadline.

5 8. Request for Exclusion Procedure. The Notice of Settlement shall give Settlement
6 Class Members instructions on how to exclude themselves, or “opt out,” from the Settlement.

7 a. Settlement Class Members who wish to opt out of the Settlement shall notify
8 the Settlement Administrator in writing by mail that they want to exclude themselves (*i.e.*, opt out)
9 from the Settlement. The request to opt out sent to the Settlement Administrator must be
10 postmarked no later than the Response Deadline.

11 b. The proposed order granting Preliminary Approval of the Settlement will
12 provide, and the Notice of Settlement will instruct Settlement Class Members, that, to be valid, a
13 written request to opt out of the Settlement Agreement must include the Settlement Class Member’s
14 name, address, last four digits of his/her social security number, and signature and state the
15 following: I wish to opt-out of the settlement of the lawsuit titled *French v. Lonza Biologics Inc.* (or
16 words to the similar effect).

17 c. A Settlement Class Member who properly and timely submits a request to opt
18 out of the Settlement Agreement will not become a Participating Settlement Class Member, will not
19 be allowed to object to this Settlement Agreement, and will not be bound by the Settlement
20 Agreement.

21 d. Counsel for the Parties shall not discourage any Settlement Class Member
22 from participating in, objecting to, or opting out of the Settlement.

23 e. If ten percent (10%) or more of the Settlement Class Members opt out, then
24 Defendant shall have the right, in its sole discretion, to void and revoke the Settlement Agreement
25 and its stipulation to class certification. After the Settlement Administrator sends its report of the
26 final number of Settlement Class Members who have opted out, the Defendant shall have ten (10)
27 calendar days from the receipt of the Settlement Administrator’s report to notify the Class Counsel
28 in writing of its intent to revoke the Settlement Agreement and the conditional class certification. In

1 the event that Defendant exercises its option to revoke the Settlement Agreement, Defendant agrees
2 to pay the Settlement Administration Costs incurred by the Settlement Administrator up to the date
3 of Defendant's notice to revoke.

4 9. Objections. Any Settlement Class Member who has not timely and properly opted
5 out (*i.e.*, any Participating Settlement Class Member) may object to the proposed Settlement of the
6 Class Released Claims in writing. To object, a Participating Settlement Class Member must submit
7 his/her written objection by the Response Deadline. A Participating Settlement Class member is
8 not required to provide advance notice of the intent to appear at the Final Approval Hearing. All
9 written objections must include: (a) the objector's full name, current address, and telephone
10 number; (b) the case name and number (*French v. Lonza Biologics Inc.*, Case No. 21STCV08097);
11 (c) the basis of the objection, including the reasons why the objector believes that the Court should
12 find that the Settlement is not in the best interests of the Settlement Class and why the Settlement
13 should not be approved; and (d) any and all supporting papers (including, without limitation, all
14 briefs, written evidence, and declarations) for which the objection is based. The written objection
15 must be mailed to the Settlement Administrator, who will forward the objection to the Parties for
16 submission to the Court, and must be postmarked on or before the Response Deadline. The
17 postmark date of the mailing shall be deemed the exclusive means for determining that a written
18 objection is timely. Settlement Class Members shall be permitted to withdraw their objections in
19 writing by submitting a withdrawal statement to the Settlement Administrator, orally at the Final
20 Approval hearing, or as otherwise ordered by the Court. A Settlement Class Member who fails to
21 make objections in a manner specified above and by the deadline specified in this Paragraph shall
22 be deemed to have waived any objection and shall be foreclosed from making any objections to
23 the Settlement (whether by appeal or otherwise).

24 10. The Settlement Terms Bind All Settlement Class Members Who Do Not Opt-Out.
25 Any Settlement Class Member who does not affirmatively opt-out of the Settlement Agreement by
26 submitting a timely and valid letter requesting exclusion from the Settlement, consistent with the
27 terms of the Settlement Agreement and upon payment of Individual Class Settlement Payments,
28 shall be bound by all its terms, including those pertaining to the Class Released Claims and PAGA

Released Claims, as well as any judgment that may be entered by the Court after it grants Final Approval of the Settlement.

11. No PAGA Opt-Out. No PAGA Representative Action Member may opt out of or be excluded from participating in the settlement of the PAGA Released Claims. All PAGA Representative Action Members shall be bound by the judgment entered herein and will have released the PAGA Released Claims if/when the Court grants final approval of this Settlement. If the Court grants final approval of the Settlement, and all payments have been made to the PAGA Representative Action Members, the Final Approval Order and Judgment shall forever bar Plaintiff, the LWDA, and any other representative, proxy, or agent thereof, including but not limited to any and all PAGA Representative Action Members from pursuing any action pursuant to PAGA against the Released Parties.

12. Certification Reports Regarding Requests for Exclusion and Disputes. The Settlement Administrator shall provide Class Counsel and Defense Counsel a weekly report which certifies: (a) the number of Settlement Class Members who have submitted a letter requesting exclusion from the Settlement, including a statement as to whether the letter is valid or defective; (b) whether any Settlement Class Member has submitted a challenge to any information contained in their Notice of Settlement; and (c) the number of returned, undeliverable and/or re-mailed Notices of Settlement. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

13. Settlement Share Calculations. The Settlement Administrator shall determine the amounts of any Individual Settlement Shares and Individual PAGA Payments.

a. The Settlement Administrator will calculate the Individual Settlement Payment amount for each Participating Settlement Class Member. To make this calculation (the “Settlement Formula”), the Settlement Administrator shall (1) identify the number of Qualifying Workweeks attributable to Randolph Settlement Class Members during the period of October 2, 2017 to July 11, 2019 (“Total Qualifying Randolph Settlement Workweeks”); (2) calculate the total remaining aggregate Qualifying Workweeks attributable to all Participating Class Members

1 (“Total Qualifying Workweeks”). The value of an individual Qualifying Randolph Settlement
2 Workweek shall then be determined by dividing the proceeds of the Net Settlement Amount by the
3 Total Qualifying Workweeks, and multiplied by .40, resulting in the “Qualifying Randolph
4 Settlement Workweek Value.” The value of an individual Qualifying Workweek shall then be
5 determined by dividing the proceeds of the Net Settlement Amount by the Total Qualifying
6 Workweeks, resulting in the “Qualifying Workweek Value.” Each Participating Class Member’s
7 Individual Settlement Payment shall then be determined by multiplying the individual
8 Participating Settlement Class Member’s number of Qualifying Workweeks by the Qualifying
9 Workweek Value and to the extent applicable, adding the individual Participating Settlement Class
10 Member’s number of Qualifying Randolph Settlement Workweeks by the Qualifying Randolph
11 Settlement Workweek Value.

12 b. Twenty-five percent of the PAGA Amount \$13,912.50 shall be allocated
13 proportionally to the PAGA Representative Action Members on a per capita basis.

14 c. The Notice of Settlement shall state the recipient’s estimated Individual
15 Class Settlement Share and Individual PAGA Settlement Payment.

16 14. Tax Allocation of Individual Settlement Shares and Individual PAGA Payments.

17 a. The Individual Class Settlement Shares shall be allocated ten percent (10%)
18 as W-2 wages and ninety percent (90%) as 1099 payments for penalties and interest. The
19 Individual Class Settlement Shares will be paid to Participating Settlement Class Members subject
20 to reduction for all employees’ share of typical withholdings and taxes associated with the wage-
21 portion of the Individual Class Settlement Shares.

22 b. The Individual PAGA Payments made to PAGA Representative Action
23 Members shall be allocated 100 percent (100%) as 1099 payments for penalties.

24 15. Payment of Settlement Amounts. The Settlement Administrator shall have the
25 authority and obligation to make all payments, credits, and disbursements, calculated in
26 accordance with the methodology set out in the Settlement Agreement and orders of the Court.

27 a. The Settlement Administrator’s duties include, and are not limited to,
28 reporting payments under the Settlement to all required taxing and other authorities, taking and

1 transmitting the appropriate employee's and employer's share of withholdings and taxes with
2 respect to the wage-portion of the Individual Settlement Share, and issuing IRS Forms W-2 and
3 1099. No person shall have any claim against Defendant, Defense Counsel, Plaintiff, Settlement
4 Class Members, PAGA Representative Action Members, Class Counsel, or the Settlement
5 Administrator based on distributions and payments made in accordance with the Settlement
6 Agreement.

7 b. With respect to Participating Settlement Class Members and PAGA
8 Representative Action Members whose Notice of Settlement are undeliverable, settlement checks
9 shall be sent to the last address obtained by the Settlement Administrator with respect to the
10 Participating Settlement Class Member and/or PAGA Representative Action Member.

11 16. Distribution Timing. Within forty-five (45) calendar days of the Effective Date, the
12 Settlement Administrator shall distribute the Gross Settlement Amount and associated tax
13 payments, including Individual Class Settlement Payments to Participating Settlement Class
14 Members, Individual PAGA Settlement Payments to PAGA Representative Action Members, the
15 Representative Service Award to Plaintiff, the portion of the PAGA Amount to be paid to the
16 LWDA, and Class Counsel Award to Class Counsel. The Settlement Administrator shall also
17 issue a payment to itself for the services performed in connection with the Settlement.

18 17. Non-Negotiated Settlement Checks. Any checks issued by the Settlement
19 Administrator to Participating Settlement Class Members and PAGA Representative Action
20 Members shall be negotiable for one hundred and eighty (180) calendar days. Those funds
21 represented by settlement checks returned as undeliverable and the funds which correspond with
22 the settlement checks that are not negotiated within one hundred and eighty (180) calendar days
23 after issuance shall be tendered, with interest, if any, to Legal Aid at Work.

24 18. Settlement Administrator's Final Report(s). Not less than ten (10) calendar days
25 after the Response Deadline, the Settlement Administrator shall provide Class Counsel and
26 Defense Counsel a report showing: (i) the number of Notices of Settlement mailed; (ii) the number
27 of returned and undelivered Notices of Settlement; (iii) the number of re-mailed Notices of
28 Settlement; (iv) the number of total undeliverable Notices of Settlement after re-mailing; (iv) the

1 number of address traces performed for undeliverable Notices of Settlement after re-mailing; (v)
2 the number of Notices of Settlement undeliverable from traced addresses; (vi) the final number of
3 Settlement Class Members who have submitted objections; and (vii) the final number of
4 Settlement Class Members who have submitted valid letters requesting exclusion from the
5 Settlement. Upon completion of administration of the Settlement, the Settlement Administrator
6 shall provide written certification/declaration of such completion to counsel for all Parties and the
7 Court, if requested by the Parties.

8 19. Release of Claims By Participating Settlement Class Members. Upon the date the
9 Settlement Administrator distributes the Individual Class Settlement Payments to Participating
10 Settlement Class Members, and except as to such rights or claims as may be created by the
11 Settlement Agreement, each and every Participating Settlement Class Member, on behalf of
12 themselves and their heirs and assigns, shall release the Released Parties from the Released Class
13 Claims. For the avoidance of any confusion, Participating Class Members who cannot be found
14 and whose Settlement Payments are returned will be deemed to have released the Released Class
15 Claims on the date that the Settlement Administrator first attempts to distribute the Individual
16 Class Settlement Payment to the Participating Class Member.

17 20. Release of Claims By PAGA Representative Action Members. Upon the date the
18 Settlement Administrator distributes the Individual PAGA Settlement Payments to PAGA
19 Representative Action Members, and except as to such rights or claims as may be created by the
20 Settlement Agreement, each and every PAGA Representative Action Member, on behalf of
21 themselves and their heirs and assigns, shall release the Released Parties from the PAGA Released
22 Claims. For the avoidance of any confusion, PAGA Representative Action Members who cannot
23 be found and whose Settlement Payments are returned will be deemed to have released the
24 Released PAGA Claims on the date that the Settlement Administrator first attempts to distribute
25 the Individual Class Settlement Payment to the PAGA Representative Action Member.

26 21. General Release by Plaintiff Only. Upon the date the Settlement Administrator
27 distributes the Representative Service Award, Plaintiff, on behalf of himself and his heirs and
28 assigns, shall release the Released Class Claims and PAGA Released Claims against the Released

1 Parties, and Plaintiff, on behalf of himself and his heirs and assigns, makes the additional
2 following General Release in favor of the Released Parties:

3 a. Plaintiff individually hereby unconditionally waives and forever releases any
4 and all demands, damages, debts, liabilities, actions, causes of action and claims of every kind and
5 nature whatsoever, whether now known or unknown, suspected or unsuspected, contingent or non-
6 contingent, whether or not concealed or hidden, arising or accruing at any time prior to the
7 Effective Date, which now exist, or heretofore have existed, upon any theory of law or equity,
8 including, without limitation, all claims under the Fair Employment and Housing Act, the
9 California Labor Code, Americans with Disabilities Act, and Title VII of the Civil Rights Act of
10 1964. Plaintiff is deemed by operation of the order granting Final Approval to have agreed not to
11 sue or otherwise make a claim against any of the Released Parties for any claim.

12 b. Plaintiff acknowledges that he has had the opportunity to review, and has
13 reviewed, California Civil Code section 1542, which provides:

14 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
15 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
16 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
17 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
18 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
19 PARTY.

20 Being fully informed of this provision of the Civil Code and understanding its provisions, Plaintiff
21 agrees to waive any rights under that section, and acknowledges that the Settlement Agreement
22 and the release contained herein extends to all claims that he has or might have against the
23 Released Parties, including those which are presently unknown to him.

24 22. Release of Age Discrimination in Employment Act Claim. Plaintiff understands and
25 acknowledges that:

26 a. He is voluntarily waiving any and all rights and claims he has against the
27 Released Parties as of the date he signs this Agreement arising pursuant to the Age Discrimination in
28 Employment Act, 29 U.S.C. §§ 623, *et seq.* ("ADEA");

b. He is waiving these substantive rights or claims pursuant to this Agreement in
exchange for consideration, the value of which exceeds the payment or remuneration to which he

1 was already entitled;

2 c. He is hereby advised in writing to consult with an attorney of his choosing
3 concerning this Agreement prior to executing it. He further acknowledges that he sought such
4 advice, that his counsel advised him to sign this Agreement, and that his execution of this Agreement
5 is voluntary and without coercion;

6 d. He has been given at least twenty-one (21) calendar days to consider the terms
7 of this Agreement, and in the event he should decide to sign this Agreement in fewer than twenty-
8 one (21) calendar days, he has done so with the express understanding that he has been given and
9 declined the opportunity to consider this Agreement for a full twenty-one (21) calendar days;

10 e. He may revoke his waiver of claims arising pursuant to the ADEA at any time
11 during the seven (7) calendar days following the date he signs this Agreement, and that, if he
12 revokes his waiver of claims arising pursuant to the ADEA during the seven (7) calendar days
13 following the date he signs this Agreement, he will receive twenty-five percent (25%) of the Court-
14 approved Class Representative Service Award and that such amount will be the consideration for a
15 release of all his rights and claims addressed in this Agreement except any claims he may have
16 pursuant to the ADEA. Plaintiff further understands and agrees that if he does not revoke his waiver
17 of claims arising pursuant to the ADEA during the seven (7) calendar days following the date he
18 signs this Agreement, he will receive one hundred percent (100%) of the Class Representative
19 Service Award, and that such amount will be consideration for the release of all his rights and claims
20 addressed in this Agreement, including any claims he may have pursuant to the ADEA;

21 f. Any revocation must be in writing and delivered by hand or certified mail to
22 Monique Ngo-Bonnici, Winston & Strawn LLP, 333 S. Grand Ave., Suite 3800, Los Angeles, CA
23 90071; and

24 23. Final Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to
25 postmark a letter requesting exclusion from the Settlement, or objections to the Settlement
26 Agreement, and with the Court's permission, a Final Approval hearing shall be conducted to
27 finally determine the fairness of the Settlement, along with the amounts properly payable for
28 (a) Individual Class Settlement Payments, (b) the Class Counsel Award, (c) the Representative

1 Service Award Payment, (c) Individual PAGA Settlement Payments, (d) payment to the LWDA,
2 and (e) all Settlement Administration Costs. Class Counsel will be responsible for drafting the
3 attorneys' fees and costs application to be heard at the Final Approval hearing.

4 24. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by the
5 Court or after the Final Approval hearing, the Parties shall present a proposed judgment to the
6 Court for its approval. After entry of the judgment, the Court shall have continuing jurisdiction
7 under Code of Civil Procedure section 664.6 solely for purposes of addressing: (a) the
8 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration
9 matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth
10 in this Agreement. The Parties further understand and agree that if an action is brought to enforce
11 any of the terms of this Settlement Agreement, the prevailing party shall be entitled to its/his
12 reasonable attorneys' fees and costs.

13 25. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use
14 their best efforts to carry out the terms of the Settlement Agreement. At no time shall any of the
15 Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit
16 either a letter requesting exclusion from the Settlement or written objections to the Settlement
17 Agreement or to appeal from the Court's final judgment.

18 26. Nullification of Settlement Agreement. The Settlement Agreement shall be null and
19 void and any order or judgment entered by the Court in furtherance of the Settlement shall be
20 treated as void from the beginning if: (i) the Defendant exercises its option to rescind the
21 Settlement Agreement under the terms and conditions as set forth in Paragraph III.8.(e); (ii) the
22 Court does not finally approve the Settlement as provided herein; (iii) the Court does not enter a
23 final judgment as provided herein; or (iv) the Settlement does not become final for any other
24 reason. In such a case, the Parties shall be returned to their respective statuses as of the date and
25 time immediately prior to the execution of the Settlement Agreement and the Parties shall proceed
26 in all respects as if the Settlement Agreement had not been executed. In the event an appeal is filed
27 from the Court's final judgment, or any other appellate review is sought prior to the Effective
28 Date, administration of the Settlement shall be stayed pending final resolution of the appeal or

other appellate review (unless otherwise agreed to by the Parties).

**IV. DUTIES OF THE PARTIES PRIOR TO PRELIMINARY APPROVAL AND
BETWEEN PRELIMINARY AND FINAL APPROVAL**

27. Promptly after execution of the Settlement Agreement, Plaintiff shall move the Court for Preliminary Approval of the Settlement and obtain entry of an order accomplishing the following:

- a. Preliminarily approving the Settlement;
- b. Approving as to form and content the proposed Notice of Settlement;
- c. Directing the mailing of the Notice of Settlement;
- d. Preliminarily appointing Plaintiff and Class Counsel as representatives of the Settlement Class Members and PAGA Representative Action Members;
- e. Preliminarily approving the application for the Class Counsel Award;
- f. Preliminarily setting the Representative Service Award;
- g. Preliminarily approving settlement administration services to be provided by the Settlement Administrator and Settlement Administration Costs;
- h. Preliminarily approving the PAGA Amount; and
- i. Scheduling the Final Approval hearing.

28. The Parties shall submit the Settlement Agreement in support of Plaintiff's unopposed motion for Preliminary Approval of the Settlement. Plaintiff shall provide Defendant no fewer than three (3) business days to review the motion for Preliminary Approval, and shall not file the motion for Preliminary Approval or any other documents until Defendant has approved their contents.

29. Class Counsel will file a motion for Final Approval of the Settlement and supporting documents with the Court at least sixteen (16) court days before the Final Approval hearing or such other date as the Court directs. Supporting documents include: (a) a declaration by the Settlement Administrator of due diligence and proof of mailing of the Notice of Settlement, and of the delivery results of the Settlement Administrator's mailings including tracing and re-mailing efforts; (b) a proposed order granting Final Approval; (c) a proposed final judgment. Class

1 Counsel will send Defense Counsel the motion for Final Approval of the Settlement for review,
2 comments, and changes no less than three (3) business days prior to filing the motion. Defendant
3 shall have three (3) business days in which to provide its comments. The Parties will meet and
4 confer and agree upon the proposed order granting Final Approval and the proposed final
5 judgment. Defendant will not oppose Final Approval of the Settlement.

6 30. Class Counsel will submit a proposed order and judgment for Final Approval. The
7 proposed order and judgment shall include the following findings and orders:

- 8 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable
9 and adequate, and directing that its terms and provisions be carried out;
- 10 b. Approving the payment of the Representative Service Award to Plaintiff;
- 11 c. Approving Class Counsel's application for the Class Counsel Award;
- 12 d. Approving the PAGA Amount; and
- 13 e. Providing that the Court will retain jurisdiction to oversee administration and
14 enforcement of the terms of the Settlement and the Court's orders.

15 **V. DUTIES OF THE PARTIES AFTER FINAL COURT APPROVAL**

16 31. Following entry of the Court's Final Approval order and judgment, the Parties will
17 each act to assure its timely execution and the fulfillment of all its provisions, including but not
18 limited to the following:

- 19 a. Should an appeal be taken from the Final Approval of the Settlement, all
20 Parties will support the Final Approval order on appeal;
- 21 b. Class Counsel and Defense Counsel will reasonably assist the Settlement
22 Administrator as needed or requested in the process of identifying and locating Settlement Class
23 Members and/or PAGA Representative Action Members; and
- 24 c. Class Counsel will ensure that the Settlement Administrator will certify to the
25 Court completion of all payments required to be made by the Settlement Agreement.

26 **VI. OTHER PROVISIONS.**

27 32. No Admission. Nothing contained herein, nor the consummation of the Settlement
28 Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or

wrongdoing on the part of Defendant or any of the other Released Parties. The Parties have entered into the Settlement Agreement with the intention of avoiding further disputes and litigation with their attendant inconvenience and expenses. The Settlement Agreement is a settlement document and, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408 and/or any other similar law, shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve the Settlement, and/or interpret or enforce the Settlement.

33. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

<u>To Plaintiff's Counsel:</u>	<u>To Defendant's Counsel:</u>
CROSNER LEGAL, PC Zachary Crosner Blake Jones Chad Saunders 9440 Santa Monica Blvd., Suite 301 Beverly Hills, California 90210	WINSTON & STRAWN LLP Monique Ngo-Bonnici Zarouhi Papazyan 333 S. Grand Ave., 38th Floor Los Angeles, California 90071

34. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members are not relying on any statement or representation by the Parties in this regard. Settlement Class Members and PAGA Representative Action Members understand and agree that each will be solely responsible for the payment of any taxes and penalties assessed on the payments which are issued to them, as described herein, and will defend, indemnify, and hold the Parties free and harmless from and against any claims resulting therefrom.

35. Exhibits and Headings. The terms of this Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of the Settlement Agreement are inserted for convenience of reference only and do not constitute a part of the Settlement Agreement.

1 36. Amendment or Modification. Unless otherwise provided herein, the Settlement
2 Agreement may be amended or modified only by a written instrument signed by counsel for all
3 Parties or their successors-in-interest.

4 37. Entire Agreement. The Settlement Agreement, any supplemental written agreement
5 subsequently incorporated, and any attached Exhibits constitute the entire Settlement Agreement
6 among these Parties, and no oral or written representations, warranties or inducements have been
7 made to any Party concerning the Settlement Agreement or its Exhibits other than the
8 representations, warranties and covenants contained and memorialized in such documents.

9 38. Authorization to Enter Into Settlement Agreement. The signatories hereto represent
10 that they are fully authorized to enter into the Settlement Agreement and bind the Parties hereto to
11 the terms and conditions hereof.

12 39. Mutual Full Cooperation. The Parties and their counsel will cooperate with each
13 other and use their best efforts to affect the implementation of the Settlement. Any disputes arising
14 out of or relating to this Settlement Agreement will be submitted to mediator Michael A. Latin for
15 resolution. The Parties will split the costs of the mediator for any such time incurred by the
16 mediator in reaching such resolution, and all Parties will bear their own attorneys' fees and other
17 costs incurred.

18 40. Binding on Successors and Assigns. The Settlement Agreement shall be binding
19 upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors,
20 administrators and successors. The Parties hereto represent, covenant, and warrant that they have
21 not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or
22 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
23 action or rights herein released and discharged except as set forth herein.

24 41. Participating Settlement Class Member and PAGA Representative Action Member
25 Signatories. It is agreed that because the Participating Settlement Class Members and PAGA
26 Representative Action Members are numerous, it is impossible or impractical to have each
27 Participating Settlement Class Member and PAGA Representative Action Member execute the
28 Settlement Agreement. The Notice of Settlement will advise all Settlement Class Members and

1 PAGA Representative Action Members of the binding nature of the release and, upon Final
2 Approval, such shall have the same force and effect as if the Settlement Agreement were executed
3 by each Participating Settlement Class Member and PAGA Representative Action Member.

4 42. California Law Governs. All terms of the Settlement Agreement and the exhibits
5 hereto shall be governed by and interpreted according to the laws of the State of California.

6 43. Counterparts. The Settlement Agreement may be executed in one or more
7 counterparts. All executed counterparts and each of them, including electronic, pdf, DocuSign, and
8 scanned copies of the signature page, shall be deemed to be one and the same instrument provided
9 that counsel for the Parties to the Settlement Agreement shall exchange among themselves original
10 signed counterparts.

11 44. Plaintiff's Waiver of Right to be Excluded. Plaintiff agrees that by signing the
12 Settlement Agreement, he is bound by the terms herein stated and further agrees not to request to
13 be excluded from the Settlement Class.

14 45. Confidentiality Preceding Preliminary Approval. Plaintiff and Class Counsel agree
15 that the terms of the Settlement (including, but not limited to, the Gross Settlement Amount), the
16 negotiations leading to the Settlement, and all documents related to the Settlement shall not be
17 discussed with, publicized or promoted to the public, except as necessary to seek approval of the
18 Settlement Agreement, effectuate and/or enforce the terms of the Settlement Agreement.
19 Notwithstanding the foregoing, Plaintiff and Class Counsel may tell the public in general only that
20 certain claims "have been resolved by the Parties." Plaintiff and Class Counsel will not publish or
21 publicize the Settlement Amount and will not issue any press releases except that Plaintiff and
22 Class Counsel may disclose in legal proceedings a summary of the terms of the Settlement. For
23 the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions,
24 Class Counsel is allowed to disclose the name of the Parties in the action and the venue/case
25 number of this action (but not any other details regarding the Settlement) for such limited
26 purposes.

27 **SIGNATURES ON FOLLOWING PAGE**
28

1
2 Dated: October 11, 2021



Plaintiff Marcus French

3
4 Dated: _____, 2021

LONZA BIOLOGICS INC.

5
6
7 By: Robert Frankenberg
Its: Senior Site Director

8
9 **APPROVED AS TO FORM:**

10
11 Dated: October 11, 2021

CROSNER LEGAL, PC

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13
14 

By: Zachary Crosner
Blake Jones
Chad Saunders
Attorneys for Plaintiff

15
16 Dated: _____, 2021

WINSTON & STRAWN LLP

17
18
19 By: Monique Ngo-Bonnici
Attorneys for Defendant

1
2 Dated: _____, 2021

Plaintiff Marcus French

3
4 Dated: 11 OCTOBER, 2021

LONZA BIOLOGICS INC.

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6 
By: Robert Frankenberg

Its: Senior Site Director

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9 **APPROVED AS TO FORM:**

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11 Dated: _____, 2021

CROSNER LEGAL, PC

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13 _____
By: Zachary Crosner
Blake Jones
Chad Saunders
Attorneys for Plaintiff

14
15
16 Dated: October 11, 2021

WINSTON & STRAWN LLP

17 
18 _____
By: Monique Ngo-Bonnici
Attorneys for Defendant