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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

BLAINE PATRIQUIN and NICOLLE
PERALES; individually, and on behalf
of all others similarly situated
Plaintiffs,

vs.

IMCD US, LLC; E.T. HORN
COMPANY and DOES 1 through 50,
inclusive,
,
Defendants.

Case No.
8:21-cv-01127-DOC-ADS

Assigned for All Purposes to:
The Honorable David O. Carter

**JOINT STIPULATION RE:
CLASS ACTION SETTLEMENT**

Complaint Filed: April 23, 2021
Trial Date: None set

1
2 IT IS HEREBY STIPULATED by and between Plaintiffs Blaine Patriquin
3 and Nicole Perales (“Plaintiffs”) on behalf of themselves and the Settlement
4 Class Members, on the one hand, and IMCD US, LLC and E.T. Horn Company
5 (“Defendants”) on the other hand, and subject to the approval of the Court, that
6 the above-captioned Action is hereby being compromised and settled pursuant to
7 the terms and conditions set forth herein (the “Stipulation” or “Agreement”).

8 **1. DEFINITIONS**

9 Unless otherwise defined herein, capitalized terms used in this
10 Agreement shall have the meanings set forth below:

11 1.1. “Action” means the wage and hour class action and PAGA claims in
12 *Patriquin et. al. v. IMCD US, LLC and E.T. Horn Company*, in the U.S. District
13 Court for the Central District of California, Case No.
14 8:21-cv-01127-DOC-ADS.

15 1.2. “Settlement Administration Costs” means all fees and costs owed to
16 the Settlement Administrator in connection with administering the class
17 settlement in this Action under the terms of this Settlement, not to exceed Fifteen
18 Thousand Dollars (\$15,000).

19 1.3. “Settlement Administrator” means the third-party administrator
20 appointed by the Court to administer the class action and PAGA settlement under
21 the terms of this Settlement. ILYM Group, Inc. shall serve as the Settlement
22 Administrator, subject to the Court’s approval.

23 1.4. “Class Counsel” means Brian D. Chase and Ian M. Silvers of
24 BISNAR/CHASE LLP.

25 1.5. “Class Counsel Fees and Costs” means the total amount of attorneys’
26 fees, litigation costs, and expenses awarded to Class Counsel by the Court to
27 compensate them for their representation of the Class in this Action, including
28

1 their pre-filing investigation, their filing of the Action, all related litigation
2 activities including discovery, mediation, this Settlement, administration of the
3 Settlement, the motions for preliminary approval of the

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5 Settlement, final approval of the Settlement, and the motion for attorney's fees
6 and costs, and all post-Settlement compliance procedures.

7 1.6. "Class List" means information regarding Settlement Class
8 Members that Defendants will in good faith compile from its records and provide
9 to the Settlement Administrator within fourteen (14) calendar days following the
10 Preliminary Approval Order by the Court. Class List shall be provided as a
11 Microsoft Excel spreadsheet and shall include each Settlement Class Member's
12 (i) full name, (ii) last known address, (iii) Social Security Number, and (iv) dates
13 worked for Defendants in California during the Class Period. The Settlement
14 Administrator shall maintain the Class List in confidence; access shall be limited
15 to those with a need to use the Class List as part of the administration of the
16 Settlement. Class List shall not be shared with Class Counsel.

17 1.7. "Class Period" shall mean the period of time from April 23, 2017,
18 through the date preliminary approval is granted or May 1, 2022, whichever date
19 is earlier.
20

21 1.8. "Class Representatives" or "Plaintiffs" shall mean the named
22 Plaintiffs Blaine Patriquin and Nicole Perales.

23 1.9. "Class Representative Incentive Award" means the amount that the
24 Court authorizes to be paid Plaintiffs, not to exceed Ten Thousand Dollars
25 (\$10,000.00) for each Plaintiff, in addition to their respective Individual
26 Settlement Awards, in recognition of their efforts and risks in assisting with the
27 prosecution of the Action and as consideration for executing this Stipulation and
28 general release of their claims against Defendants.

1 1.10. “Court” means the U.S. District Court for the Central District of
2 California.

3 1.11. “Defendants” means IMCD US, LLC and E.T. Horn Company.

4 1.12. “Defense Counsel” or “Counsel for Defendants” means Peter J.
5 Woo, Heather B. Dillion and J. Andrew Schaffer of Jackson Lewis, P.C.

6 1.13. “Effective Date” means the date when:

7 1.13.1. The Court has held a formal fairness hearing and
8 entered a final Order and Judgment certifying the Settlement Class and approving the
9 Stipulation of Settlement and ten (10) calendar days have passed since the Court has
10 entered a final Order and Judgment certifying the Settlement Class and approving the
11 Stipulation of Settlement; or

12 1.13.2. In the event there are written objections filed prior to
13 the final fairness hearing which are not later withdrawn or denied, the later of the
14 following events: ten (10) calendar days after the period for filing any appeal, writ or
15 other appellate proceeding opposing the Court’s final Order approving the Stipulation
16 of Settlement has elapsed without any appeal, writ or other appellate proceeding
17 having been filed; or, if any appeal, writ or other appellate proceeding opposing the
18 Court’s final Order approving the Stipulation of Settlement has been filed, ten (10)
19 calendar days after any appeal, writ or other appellate proceedings opposing the
20 Stipulation of Settlement has been finally and conclusively dismissed with no right to
21 pursue further remedies or relief.

22
23 1.14. “FAC” shall mean the First Amended Complaint, which the Parties
24 will stipulate to filing and which will add a representative action pursuant to the
25 Private Attorneys General Act (“PAGA”) containing a claim for all violations of
26 the California Labor Code, that have been pled or could have been pled, based
27 upon the factual allegations and issues set forth in Plaintiff Perales’ PAGA notice
28 and the operative complaint(s), including claims for unpaid wages, meal and rest

1 period violations, deficient wage statements, and late payment of wages upon
2 separation of employment

3 1.15. “Final Approval Hearing” means the hearing to be conducted by the
4 Court to determine whether to finally approve and implement the terms of this
5 Settlement.

6 1.16. “Gross Maximum Settlement Amount” is the total maximum
7 potential monetary value of the settlement payable by Defendants as provided
8 herein, which is Five Hundred Ninety-Five Thousand Dollars and Zero Cents
9 (\$595,000.00). The Gross Settlement Amount is inclusive of all payments to
10 Class Members under the terms of this Settlement, Class Counsel Fees (up to and
11 not to exceed one-third, or \$198,333.33 before any escalator clause, of the Gross
12 Settlement Amount) and Expenses (not to exceed \$25,000) awarded by the Court,
13 the Class Representative Incentive Awards (not to exceed \$20,000) approved by
14 the Court, Settlement Administration Costs (not to exceed \$15,000), the LWDA
15 Payment defined below (not to \$25,000, of which \$18,750.00 shall be paid to the
16 State of California, and 6,250.00 shall be included in the Net Settlement
17 Amount), and all employee-side taxes. Employer-side taxes shall be separately
18 paid by Defendants and shall not be paid from the Gross Maximum Settlement
19 Amount.
20

21 1.17. “Individual Settlement Award” means the amount payable from the
22 Net Settlement Amount to each Settlement Class Member (Separate from the
23 Class Representative Incentive Awards). The Individual Settlement Award shall
24 be calculated pursuant to Paragraph 3.6 herein.

25 1.18. “Judgment” means the judgment entered by the Court after it grants
26 final approval of this Settlement.

27 1.19. “LWDA Payment” means the amount payable from the Gross
28 Maximum Settlement Amount, for the compromise of claims brought under

1 PAGA divided as specified in Paragraph 3.4 herein.

2 1.20. “Net Settlement Amount” means the net amount available for
3 payment of Individual Settlement Awards to Settlement Class Members after
4 deducting from the Gross Maximum Settlement Amount the Class Counsel Fees
5 and Expenses, the Class Representative Incentive Awards, Settlement
6 Administrator Costs, the PAGA payment (“LWDA”), and the estimated amount
7 for the employee-side payroll taxes.

8 1.21. “Notice of Settlement” means the Notice of Class Action Settlement
9 (substantially in the form attached hereto as Exhibit A), which will be sent in
10 English and Spanish.

11 1.22. “Notice Packet” means the Notice of Class Action Settlement,
12 Request for Exclusion and Objection sent to Class Members for return to the
13 Settlement Administrator.

14 1.23. “Objection” means the Objection form (substantially in the form
15 attached hereto as Exhibit C).

16 1.24. “Opt Out/Objection Deadline” means the date forty-five (45)
17 calendar days from the first date the Settlement Administrator mails Notice
18 Packets to Settlement Class Members and the last date on which Settlement Class
19 Members may: (a) postmark or fax stamp Requests for Exclusion; or (b) serve
20 Objections to the Settlement.

21 1.25. “PAGA Members” means those Class Members who worked for
22 Defendants during the PAGA Period.

23 1.26. “PAGA Payment” means the amount to be paid to each PAGA
24 Member in accordance with the provisions of Section 3.6.2 hereof.

25 1.27. “PAGA Period” means the period from June 11, 2020 through the
26 date preliminary approval is granted or May 1, 2022, whichever date is earlier.

27 1.28. “Parties” means Plaintiffs and Defendants, and “Party” shall mean
28

1 either Plaintiffs or Defendants, individually.

2 1.29. "Plaintiffs" mean Plaintiffs Blaine Patriquin and Nicole Perales.

3 1.30. "Preliminary Approval" or "Preliminary Approval Date" means the
4 date the Court enters the Preliminary Approval Order.

5 1.31. "Preliminary Approval Order" means the Proposed Order
6 (substantially in the form attached hereto as Exhibit D).

7 1.32. "Request for Exclusion" means the Request for Exclusion form
8 (substantially in the form attached hereto as Exhibit B).

9 1.33. "Settlement" means the disposition of the Action pursuant to this
10 Agreement.

11 1.34. "Settlement Class Members," "Settlement Class," or "Class
12 Members" means all persons who worked for Defendants in California as a non-
13 exempt employee at any time during the Class Period.

14 1.35. "Settlement Fund Account" means the bank account established by
15 the Settlement Administrator pursuant to the terms of this Stipulation from which
16 all monies payable under the terms of this Settlement shall be paid, as set forth
17 herein.

18 **2. RECITALS**

19 2.1. On April 23, 2021, Counsel for Plaintiffs filed the initial complaint
20 alleging causes of action for: (1) failing to pay for all wages owed (including
21 minimum wage), (2) failing to pay overtime, (3) non-compliant meal periods (4)
22 non-compliant rest breaks; (5) non-complaint itemized wage statements, (6)
23 failing to timely pay waiting time penalties; and (7) violation of California's
24 Unfair Competition Law ("UCL"). On June 11, 2021, on behalf of Plaintiff
25 Perales, Class Counsel sent a letter to the LWDA and Defendants in furtherance
26 of Plaintiff's administrative exhaustion requirements, and set forth facts and
27 theories of Labor Code violations alleged against Defendants for the above
28

1 violations for civil penalties pursuant to the California Private Attorneys General
2 Act (“PAGA”), California Labor Code §2699 et seq.

3 2.2. Prior to the data on which the complaint could be amended to add
4 the PAGA claim, the parties agreed to toll the statute of limitations on that claim.
5 The Parties then submitted a stipulation to the Court regarding this, which was
6 signed (and alter extended) by the Court. As part of the Settlement, the Parties
7 agree that they will stipulate to Plaintiff filing of a First Amended Complaint to
8 include the PAGA claim.

9 2.3. Defendants deny any liability or wrongdoing of any kind associated
10 with the claims alleged in the Action, and further deny that the Action is
11 appropriate for class treatment for any purpose other than this settlement.
12 Defendants contend that they have complied at all times with the California
13 Labor Code and that penalties under the Private Attorneys General Act are
14 inappropriate. It is Defendants’ position that, if this case were to be litigated,
15 class certification would be inappropriate because Plaintiffs are not adequate
16 class representatives, Plaintiffs’ claims are not typical of putative class members,
17 and individual issues predominate over class issues. The Action, the negotiation
18 and execution of this Settlement Agreement, and all acts performed or documents
19 executed pursuant to or in furtherance of the Settlement Agreement (i) shall not
20 be used as an admission or evidence of wrongdoing on behalf of Defendants; (ii)
21 shall not be an admission or evidence of fault on behalf of Defendants in any
22 action before a civil, criminal, or administrative agency; and (iii) shall not be
23 deemed to be, and may not be used as, an admission or evidence of the
24

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26 appropriateness of these or similar claims for class certification in the Action or
27 with respect to any other proceeding.

28 2.4. The Class Representatives contend that Defendants violated the

1 California Labor Code and that this case is appropriate for class certification.

2 2.5. Class Counsel represent they have conducted a thorough
3 investigation into the facts and law during the prosecution of this class action
4 case, including the exchange of informal discovery, communications with Class
5 Members and the review, analysis and verification of time and payroll data and
6 other facts and information provided by Defendants. Counsel for the Parties also
7 represent they have investigated the applicable law as applied to the facts
8 discovered regarding the alleged claims of Plaintiffs and potential defenses
9 thereto, and the damages claimed by Plaintiff.

10 2.6. On March 2, 2022, the Parties attended a mediation with Hon. Carl
11 West, a distinguished labor and employment and class action mediator. After
12 lengthy negotiations during which the Parties recognized the burdens and risk of
13 continuing with the litigation, Hon. Carl West made a mediator's proposal, which
14 was accepted.

15 2.7. The Parties believe this Settlement Agreement is a fair, adequate and
16 reasonable settlement of the Actions and have arrived at this Settlement after
17 arm's-length negotiations and in the context of adversarial litigation, taking into
18 account all relevant factors, present and potential. The Parties further
19 acknowledge that they are each represented by competent counsel and that they
20 have had an opportunity to consult with their counsel regarding the fairness and
21 reasonableness of this Settlement.

22 Based on these Recitals, the Parties hereby agree as follows.

23 **3. SETTLEMENT TERMS AND CONDITIONS**

24 3.1. Plaintiff will provide notice of this settlement to the LWDA, in
25 accordance with the provisions of PAGA, at the time the motion for preliminary
26 approval is submitted to the Court.

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1 **3.2. Gross Maximum Settlement Amount.** In order to settle the claims
2 in this Action, Defendants agree to pay the Gross Maximum Settlement Amount
3 of Five Hundred Ninety-Five Thousand Dollars and Zero Cents (\$595,000.00).
4 This Gross Maximum Settlement Amount is inclusive of: all Individual
5 Settlement Awards to Settlement Class Members under the terms of this
6 Settlement; LWDA Payment; Class Counsel Fees and Expenses awarded by the
7 Court; the Class Representative Incentive Awards approved by the Court;
8 Settlement Administration Costs; and employee-side federal, state and local
9 taxes. Employer-side federal, state and local taxes will be separately paid by
10 Defendant, in addition to the Gross Maximum Settlement Amount. Other than
11 employer-side taxes, no other amounts will be paid by Defendants to the
12 Settlement Class or their counsel for the claims released by this Settlement other
13 than as provided in the Gross Maximum Settlement Amount.
14

15 **3.3. Class Counsel Fees and Expenses.** Defendants and their counsel
16 will not oppose the application to the Court for an award of Class Counsel Fees
17 and Expenses consisting of: (1) up to one-third, or \$198,333.33 (prior to any
18 escalator clause), of the Gross Maximum Settlement Amount for attorneys' fees;
19 and (2) up to \$25,000 for reimbursement of Class Counsel's costs. Payment of
20 Class Counsel Fees and Expenses for the claims released shall not be sought
21 except as set forth herein. The award of such Class Counsel Fees and Expenses
22 will be paid from the Gross Maximum Settlement Amount. The Settlement
23 Administrator will issue an IRS Form 1099 to Class Counsel with respect to the
24 Class Counsel Fees and Expense awarded to them. Defendants agree not to
25 oppose a motion for attorney's fees or a bill of costs for the aforementioned
26 amounts, but this should not be construed as approval or endorsement by
27 Defendants of the amount sought. Should the Court approve less than the amount
28 of Class Counsel Fees and Expense requested by Class Counsel, the difference

1 shall be included in the Net Settlement Amount. Class Counsel may appeal any
2 reduction by the Court to the Class Counsel Fees and Expense below the amount
3 of its request.

4 **3.4. LWDA Payment.** Subject to Court approval, the Parties shall
5 allocate a total of Twenty-Five Thousand Dollars (\$25,000) from the Gross
6 Maximum Settlement Amount for the compromise of claims brought under
7 PAGA. California Labor Code section 2699(i) requires that the parties distribute
8 any settlement of PAGA claims as follows: seventy-five percent (75%) to
9 LWDA for enforcement of labor laws and education of employers; and twenty-
10 five percent (25%) to the aggrieved employees. The Parties, therefore, agree that
11 Eighteen Thousand Seven Hundred and Fifty Dollars (\$18,750) of the LWDA
12 Payment shall be paid to the LWDA from the Gross Maximum Settlement
13 Amount by the Settlement Administrator pursuant to the terms set forth herein.
14 The remaining Six Thousand Two Hundred and Fifty Dollars (\$6,250) of the
15 LWDA Payment shall be included in the Net Settlement Amount.

16
17 **3.5. Class Representative Incentive Award.**

18 3.5.1. Class Counsel will request, and Defendants will not oppose,
19 payment of an incentive award to each Plaintiff in an amount up to and not to
20 exceed Ten Thousand Dollars (\$10,000.00). The incentive award is intended as
21 reasonable additional compensation for the time and effort expended by
22 Plaintiffs in connection with the initiation and maintenance of this Action. The
23 Class Representative Incentive Awards will be paid from the Gross Maximum
24 Settlement Amount, and is in addition to whatever payment Plaintiffs are
25 otherwise entitled to as Class Members for release of the claims addressed in the
26 Settlement. The Class Representative Incentive Awards will be reported to the
27 taxing authorities by means of an IRS Form 1099. The amount of the Class
28 Representative Incentive Awards is left to and within the Court's sole discretion.

1 Defendants agree not to oppose an application for the Class Representative
2 Incentive Awards in the above amount; however, that should not be construed as
3 approval or endorsement by Defendants of the amount sought. Should the Court
4 approve less than the amount of the Class Representative Incentive Awards
5 requested, or not at all, the difference shall be included in the Net Settlement
6 Amount. This Settlement is not contingent on Plaintiffs' receipt of any incentive
7 award out of the Gross Maximum Settlement Amount.

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9 3.5.2. The Class Representatives acknowledge and agree that
10 Defendants and its attorneys have made no representations or warranties
11 regarding the tax consequences of payment of the Class Representative Incentive
12 Awards, and Class Representatives have not relied on any such representations
13 or warranties. Class Representatives further agree to pay and bear sole
14 responsibility for all taxes, liens, levies, encumbrances, interest, and penalties
15 that may be due or payable to any taxing authority as a result of payment of the
16 Incentive Awards. Furthermore, Class Representatives agree to defend and
17 indemnify Defendants in connection with any taxes, fines, interest or penalties
18 incurred as a result of any failure by Class Representatives to pay taxes due, if
19 any, on the Class Representative Incentive Awards paid pursuant to this
20 Agreement.
21

22 3.6. **Individual Settlement Awards.** After deducting the Class Counsel
23 Fees and Expenses, the Class Representative Incentive Awards, the PAGA
24 Payment, and the Settlement Administration Costs, the remainder of the Gross
25 Maximum Settlement Amount (the "Net Settlement Amount") will be divided
26 and distributed to the Settlement Class as follows:

27 3.6.1. **Payment to Class Members.** The amount that each
28 Settlement Class Member will be eligible to receive under the Settlement will be

1 determined by converting the Net Settlement Amount into a weekly value. The
2 Individual Settlement Award will be established by taking (i) the number of
3 weeks each Settlement Class Member was employed by Defendants during the
4 Class Period; divided by (ii) the aggregate number of weeks worked by all
5 Settlement Class Members for Defendants during the Class; and then multiplied
6 by (iii) the Net Settlement Amount. The workweeks for Class Member Allocation
7 Amounts shall be calculated using Defendants' records. All Class Members shall
8 be entitled to payment for at least one (1) workweek.

9 The individual settlement award payable to each Class Member will be
10 apportioned as follows: twenty percent (20%) as alleged wages and eighty
11 percent (80%) as alleged penalties and interest. The amounts paid as wages (the
12 "Wage Component") shall be subject to all tax withholdings customarily made
13 from employee's wages and all other authorized and required withholdings and
14 shall be reported by W-2 forms. The amounts paid as penalties and interest shall
15 be subject to all authorized and required withholdings other than the tax
16 withholdings customarily made from employees' wages and shall be reported by
17 IRS 1099 forms.

18
19 **3.6.2. Payments to PAGA Members.** Six Thousand Two Hundred and
20 Fifty Dollars (\$6,250.00) shall be known as the PAGA Group Distribution
21 Amount and will be distributed among the Class Members who worked during
22 the PAGA Period (also known as PAGA Members) as described in this Section
23 3.6.2. The payment to each PAGA Member shall be calculated using workweeks
24 as follows: (i) the number of workweeks each Aggrieved Employee was
25 employed by Defendants during the PAGA Period; divided by (ii) the aggregate
26 number of workweeks worked by all Aggrieved Employees for Defendants
27 during the PAGA Period; and then multiplied by (iii) 25% of the PAGA Group
28 Distribution Amount (\$6,250.00). The PAGA Payment shall be apportioned

1 entirely to PAGA penalties and shall be subject to all authorized and required
2 withholdings other than the tax withholdings customarily made from employees'
3 wages and shall be reported by IRS 1099 forms.

4 **3.6.3. Distributions.** Within five (5) calendar days of the Effective
5 Date, the Settlement Administrator will provide Class Counsel and Defense
6 Counsel with the account information so that Defendants can wire the Gross
7 Maximum Settlement Amount.

8 3.6.3.1. Defendants are required to wire the Gross
9 Maximum Settlement Amount (and employer-side taxes) no later than thirty (30)
10 calendar days after the Effective Date. No distributions from the Gross
11 Maximum Settlement Amount shall occur except in accordance with the
12 procedures and deadlines set forth in this Agreement.

13 3.6.3.2. After transfer of the Gross Maximum Settlement
14 Amount by Defendants, the Settlement Administrator shall maintain the funds in
15 an interest-bearing account, which will continue to accrue interest on the account
16 until payment is made pursuant to this Settlement or each check to Class
17 Members is cashed.

18 3.6.3.3. The Settlement Administrator will distribute
19 checks to Settlement Class Members (for their Individual Settlement Awards),
20 to the LWDA (for PAGA penalties), to Plaintiffs (for the Class Representative
21 Incentive Awards approved by the Court), and to Class Counsel (for the Class
22 Counsel Fees and Expenses approved by the Court) within ten (10) calendar days
23 of receipt of payment from Defendants pursuant to this Paragraph. Individual
24 Settlement Awards shall be mailed by regular First-Class U.S. Mail to Settlement
25 Class Members' last known mailing address.

26 3.6.3.4. Settlement checks issued to Settlement Class
27 Members will expire one hundred and eighty (180) calendar days from the date
28

1 they are issued by the Settlement Administrator. Any check not cashed within
2 180 calendar days will be void. Funds represented by Individual Settlement
3 Payment checks and checks sent to PAGA Group Distribution Amount checks
4 returned as undeliverable and those remaining un-cashed for more than one
5 hundred and eighty (180) calendar days after issuance will be tendered to the
6 State Controller's Office, Unclaimed Property Division. Other than employer-
7 side payroll taxes, Defendants shall not have any obligation to pay amounts in
8 interest or otherwise over the Gross Maximum Settlement Amount (except as
9 related to the escalator clause here-in if triggered) set forth in this Agreement for
10 the claims released by this Agreement (except as related to the escalator clause
11 here-in if triggered). Defendants shall pay employer-side payroll tax obligations
12 in addition to the Gross Maximum Settlement Amount.

13
14 3.6.4. **Taxes.** The Settlement Administrator will issue a W-2 Form
15 to each Settlement Class Member for the Wage Component of each Class
16 Member's Individual Settlement Award made under the Settlement Agreement,
17 a 1099 form to each Settlement Class Member for the Class Member's
18 Penalty/Interest Payment, a 1099 Form to each PAGA Member for the PAGA
19 Member's PAGA Payment, a 1099 Form to each Plaintiff for the Class
20 Representative Incentive Award, a 1099 Form to Class Counsel for the Class
21 Counsel Fees and Expenses, and a 1099 Form to the Settlement Administrator
22 for all Settlement Administration Costs. Plaintiffs and Class Members
23 understand and agree that they will be solely responsible for the payment of any
24 taxes and penalties assessed on the payments

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26 described herein (except for as provided above) and will hold Defendants
27 harmless for any and all tax consequences relating to the allocation of the
28 payments made under this Settlement.

1 **3.7. Payments To Class Do Not Trigger Additional or Derivative**
2 **Payments.** It is expressly understood and agreed that the receipt of Individual
3 Settlement Awards will not entitle any Settlement Class Member to additional or
4 derivative compensation or benefits under any company bonus, contest or other
5 compensation or benefit plan or agreement in place during the period covered by
6 the Settlement, nor will it entitle any Settlement Class Member to any increased
7 retirement, 401k benefits or matching benefits, or deferred compensation
8 benefits. It is the intent of this Settlement that the settlement awards provided
9 for in this Agreement are the sole payments to be made by Defendants to the
10 Class Members, and that the Class Members are not entitled to any additional or
11 derivative compensation or benefits as a result of having received the settlement
12 awards (notwithstanding any contrary language or agreement in any benefit or
13 compensation plan document that might have been in effect during the period
14 covered by this Settlement).
15

16 **3.8. Settlement Approval and Implementation Procedures.** As part
17 of this Settlement, the Parties agree to the following procedures for obtaining the
18 Court's approval of the settlement: obtaining preliminary approval of the
19 Settlement and through this certifying a Settlement Class, notifying Settlement
20 Class Members of the Settlement, obtaining the Court's final approval of the
21 Settlement, and processing the Individual Settlement Awards.

22 **3.8.1. Preliminary Approval and Certification.** As soon as
23 practicable after execution of this Stipulation, Class Counsel will prepare a
24 Motion for Preliminary Approval, which will be provided to Defendants'
25 Counsel prior to filing. Defendants' Counsel will be given three (3) business days
26 to review and comment on the motion prior to it being filed, and such comments
27 shall be incorporated by Class Counsel to the extent Class Counsel deems them
28 reasonable and as part of the motion. The Preliminary Approval motion will

1 include this Agreement, the proposed Notice, Objection and Request for
2 Exclusion, the proposed Preliminary Approval Order and any motions,
3 memoranda and evidence as may be necessary for the Court to determine that
4 this Agreement is fair, adequate and reasonable.

5 **3.8.2. Class List.** Within fourteen (14) calendar days after the entry
6 of the Preliminary Approval Order, Defendants shall provide the Settlement
7 Administrator with the Class List for purposes of mailing Notice Packets to
8 Settlement Class Members. The Settlement Administrator shall not share the
9 Class List with Class Counsel.

10 **3.8.3. Notice By First Class U.S. Mail.** Upon receipt of the Class
11 List, the Settlement Administrator will perform a search on the National Change
12 of Address database to update the Settlement Class Members' addresses. It will
13 do so and mail copies of the Notice Packet to all Settlement Class Members by
14 regular First Class U.S. Mail within fourteen (14) calendar days after receiving
15 the Class List from Defendants. The Settlement Administrator shall exercise its
16 best judgment to determine the current mailing address for each Settlement Class
17 Member. The address identified by the Settlement Administrator as the current
18 mailing address shall be presumed to be the best mailing address for each
19 Settlement Class Member. It will be conclusively presumed that, if an envelope
20 mailed to a Settlement Class Member has not been returned as undeliverable
21 within thirty (30) calendar days of the mailing, the Settlement Class Member
22 received the Notice Package.

23 **3.8.4. Undeliverable Notices.** If any Notice Packets are returned as
24 undeliverable within thirty (30) calendar days of the mailing of the Notice Packet
25 with a forwarding address, the Settlement Administrator shall have five (5)
26 business days to re-mail the Notice Packet to the forwarding address. If no
27 forwarding address is provided, the Settlement Administrator shall make
28

1 reasonable efforts to obtain an updated mailing address within five (5) business
2 days of the date of the return of the Notice Packet. This inquiry shall include a
3 National Change of Address search. The Settlement Administrator will be
4 responsible for taking all reasonable steps, consistent with its agreed upon job
5 parameters, and Court orders, as agreed to with Class Counsel and according to
6 the deadlines set forth in this Settlement, to trace the mailing address of any Class
7 Member for whom a Class Notice is returned by the U.S. Postal Service as
8 undeliverable. These reasonable steps will include, at a minimum, the tracking
9 of all undelivered mail, performing an address search for all mail returned
10 without a forwarding address, and promptly re-mailing the Notice Packet to Class
11 Members for whom new addresses are found. If the Notice Packet is re-mailed,
12 the Settlement Administrator will note for its own records the date and address
13 of each such re-mailing and so notify Class Counsel and Defense Counsel.

14
15 3.8.5. The Settlement Administrator shall provide weekly status
16 reports to counsel for the Parties, including: (a) the number of Notice Packets
17 mailed; (b) the number of objections filed; and (c) the number of Requests for
18 Exclusion filed; (d) the number of notices returned; (e) the number of notices
19 traced; and (f) the number of notices forwarded.

20 3.8.6. Compliance with the procedures specified in paragraphs 3.7
21 through 3.8 herein shall constitute due and sufficient notice to Settlement Class
22 Members of this Settlement and shall satisfy the requirement of due process.
23 Nothing else shall be required of, or done by, the Parties, Class Counsel, and
24 Defense Counsel to provide notice of the proposed settlement.

25 **3.9. Exclusions (Opt-Outs) and Objections to Settlement.** Class
26 Members are not required to sign a claim form to participate. Class Members
27 may opt out of the settlement or submit objections to the Settlement pursuant to
28 the following procedures:

1 **3.9.1. Exclusions.** The Notice shall state that Settlement Class
2 Members who wish to exclude themselves from the Settlement must submit a
3 Request for Exclusion by the Opt Out/Objection Deadline. The Request for
4 Exclusion: (1) must contain the name, address, telephone number and the last
5 four digits of the Social Security number of the person requesting exclusion, (2)
6 must be signed by the Settlement Class Member; (3) must state in substance: “I
7 wish to exclude myself from the Settlement in *Patriquin et. al. v. IMCD US, LLC*
8 *and E.T. Horn Company*, in the U.S. District Court for the Central District of
9 California, Case No. 8:21-cv-01127-DOC-ADS”; and (4) must be postmarked
10 or fax stamped by the Opt Out/Objection Deadline (or any extended time frame
11 for a re-mailed Notice Packet as provided above) and returned to the Settlement
12 Administrator at the specified address or fax telephone number. If the Request
13 for Exclusion does not contain the information listed in (1)-(3), it will not be
14 deemed valid for exclusion from this Settlement, except a Request for Exclusion
15 form not containing a Settlement Class Member’s telephone number and/or last
16 four digit of the Social Security number will be deemed valid. The date of the
17 postmark on the return mailing envelope or fax stamp on the Request for
18 Exclusion shall be the exclusive means used to determine whether a Request for
19 Exclusion has been timely submitted. Any Settlement Class Member who
20 requests to be excluded from the Settlement Class will not be entitled to any
21 recovery under the Settlement and will not be bound by the terms of the
22 Settlement or have any right to object, appeal or comment thereon. Settlement
23 Class Members who receive a Notice Packet but fail to submit a valid and timely
24 Request for Exclusion on or before the Opt Out/Objection Deadline shall be
25 bound by all terms of the Settlement and any Final Judgment entered in this
26 Action if the Settlement is approved by the Court. No later than ten (10) calendar
27 days after the Opt Out/Objection Deadline (or any extended time frame for a re-
28

1 mailed Notice Packet as provided above), the Settlement Administrator shall
2 provide Defense Counsel with a complete list of all Class Members who have
3 timely submitted valid Requests for Exclusion, including their name and social
4 security number. Class Counsel shall be provided with a summary report that
5 includes only the number of Requests for Exclusion received by the Settlement
6 Administrator and the names of each Class Member who submitted a valid
7 Request for Exclusion (to be included in the Settlement Administrator's
8 declaration for Final Approval). At no time shall any of the Parties or their
9 counsel seek to solicit or otherwise encourage members of the Settlement Class
10 to submit Requests for Exclusion from the Settlement.

11 **3.9.2. Objections.** The Notice shall state that Settlement Class
12 Members who wish to object to the Settlement or the workweek calculation must
13 submit to the Settlement Administrator a written statement of Objection by the
14 Opt Out/Objection Deadline (or any extended time frame for a re-mailed Notice
15 Packet as provided above). The date of filing and the postmark date on the copies
16 mailed to counsel for the Parties shall be deemed the exclusive means for
17 determining that a Notice of Objection was filed and served timely. The Notice
18 of Objection must be signed by the Settlement Class Member and state: (1) the
19 full name of the Settlement Class Member; (2) the address and telephone number
20 of the Settlement Class Member; (3) the last four digits of the Settlement Class
21 Members' Social Security number and/or the Employee ID number; and (4) the
22 basis for the objection. If the Settlement Class Member objects to the amount of
23 the settlement payment based upon the number of workweeks, the Settlement
24 Class Member must set forth the basis of the objection, and provide any
25 documentary evidence supporting the objection. Settlement Class Members who
26 fail to make objections in the manner specified in (1)-(5) shall be deemed to have
27 waived any objections and shall be foreclosed from making any objections
28

1 (whether by appeal or otherwise) to the Settlement. Settlement Class Members
2 who submit a timely Objection will have a right to appear at the Final Approval
3 Hearing in order to have their objections heard by the Court. At no time shall
4 any of the Parties or their counsel seek to solicit or otherwise encourage
5 Settlement Class Members to file or serve written objections to the Settlement or
6 appeal from the Order and Final Judgment. Class Counsel shall not represent
7 any Settlement Class Members with respect to any such objections. If a Class
8 Member who has timely filed an Objection to the Settlement files a Notice of
9 Appeal of the judgment within the time period prescribed by law, Defendants
10 shall not be required to fund any portion of the Gross Maximum Settlement
11 Amount, and the Settlement Administrator shall not distribute or pay any monies
12 until the appeal(s) are finally resolved in favor of the settlement or dismissed
13 with prejudice (as provided in this Agreement).

14
15 **3.10. Option to Terminate Settlement.** If, after the Opt Out/Objection
16 Deadline and before the Final Approval Hearing, the number of individuals who
17 submitted timely and valid Requests for Exclusion from the Settlement exceeds
18 ten percent (10%) or more of all potential Settlement Class Members and/or of
19 the combined workweeks worked by Settlement Class Members who timely
20 exclude themselves amounts to more than ten percent (10%) of the total
21 workweeks worked by all Class members during the Class Period., Defendants
22 shall have, in its sole discretion, the option to terminate this Settlement within
23 twenty-one (21) calendar days after the Opt-Out Deadline. If Defendants
24 exercise their option to terminate this Settlement, Defendants shall be
25 responsible for the Settlement Administration Costs incurred up to the date of
26 termination.

27 **3.11. Resolution of Claim Disputes.** Settlement Class Members will
28 have the opportunity, should they disagree with Defendants' records regarding

1 the dates of employment, to provide documentation and/or an explanation to
2 show contrary employment dates. If there is a dispute, the Settlement
3 Administrator will consult with the Parties to determine whether an adjustment
4 is warranted. The Settlement Administrator shall determine the eligibility for,
5 and the amounts of, any Individual Settlement Awards under the terms of this
6 Agreement. The Settlement Administrator's determination of the eligibility for
7 and amount of any Individual Settlement Award shall be binding upon the
8 Settlement Class Member and the Parties unless the Court finds good cause to
9 hold otherwise.

10 **3.12. Settlement Administration Costs.** The Settlement Administrator
11 shall be paid for the costs of administration of the Settlement from the Gross
12 Maximum Settlement Amount. Such costs of administration shall not exceed
13 Fifteen Thousand Dollars (\$15,000). No fewer than thirty (30) calendar days
14 prior to the Final Approval Hearing, the Settlement Administrator shall provide
15 the Parties with a declaration detailing the costs of administration, the number of
16 opt-outs and objections. The Settlement Administrator, on Defendant's behalf,
17 shall have the authority and obligation to make payments, credits and
18 disbursements, including payments and credits in the manner set forth herein, to
19 Settlement Class Members calculated in accordance with the methodology set
20 out in this Agreement and orders of the Court. The Parties agree to cooperate in
21 the Settlement Administration process and to make all reasonable efforts to
22 control and minimize the cost and expenses incurred in administration of the
23 Settlement. The Parties each represent they do not have any financial interest in
24 the Settlement Administrator. The Settlement Administrator shall be responsible
25 for: processing and mailing payments to Plaintiffs, Class Counsel, Settlement
26 Class Members. PAGA Members and the LWDA, printing and mailing the
27 Notice Packets to the Settlement Class Members as directed by the Court;
28

1 receiving and reporting the Requests for Exclusion and Objections; providing
2 declaration(s) as necessary in support of preliminary and/or final approval of this
3 Settlement; and other tasks as the Parties mutually agree or the Court orders the
4 Settlement Administrator to perform. The Settlement Administrator shall keep
5 the Parties timely apprised of the performance of all Settlement Administrator
6 responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other
7 tax documents required by administration of this Agreement shall be prepared by
8 the Settlement Administrator. Any expenses incurred in connection with such
9 preparation shall be a cost of administration of the Settlement. The Settlement
10 Administrator shall be paid the Settlement Administration Costs at the time it
11 mails payments to Plaintiffs, Class Counsel, Settlement Class Members, PAGA
12 Members and the LWDA.

13 **3.13. No Solicitation of Settlement Objections or Exclusions.** The
14 Parties agree to use their best efforts to carry out the terms of this Settlement. At
15 no time shall any of the Parties or their counsel seek to solicit or otherwise
16 encourage Settlement Class Members to submit either written objections to the
17 Settlement or Requests for Exclusion from the Settlement, or to appeal from the
18 Court's Final Judgment.

19 **3.14. Additional Briefing and Final Approval.**

20 **3.14.1.** As soon as practicable following the deadline for
21 objecting to or opting out of the settlement, Class Counsel will file with the Court
22 a Motion for Final Approval of the Settlement and a memorandum in support of
23 the motion, which Defendants agree they will not oppose so long as the motion
24 is in all respects consistent with the terms of this Settlement. Defense Counsel
25 will be given three (3) business days to review and comment on the motion prior
26 to it being filed, and such comments shall be incorporated by Class Counsel to
27 the extent Class Counsel deems them reasonable and as part of the motion.
28

1 3.14.2. With the Motion for Final Approval, the Parties will
2 present a Final Judgment for the Court's approval and entry. After entry of the
3 Final Judgment, the Court will have continuing jurisdiction over the Action and
4 the Settlement solely for purposes of: (i) enforcing this Settlement,
5 (ii) addressing any settlement administration matters that may arise; and
6 (iii) addressing such post-Judgment matters as may be appropriate under court
7 rules or applicable law.

8 **3.15. Dispute Resolution.** Except as otherwise set forth herein, all
9 disputes concerning the interpretation, calculation or payment of settlement
10 claims, or other disputes regarding compliance with this Agreement shall be
11 resolved as follows:

12 3.15.1. If Plaintiffs, Class Counsel, any Settlement Class
13 Members, or the Defendants at any time believes that the other has breached or
14 acted contrary to the Agreement, that party shall notify the other party in writing
15 of the alleged violation.

16 3.15.2. Upon receiving notice of the alleged violation or
17 dispute, the responding party shall have ten (10) calendar days to correct the
18 alleged violation and/or respond to the initiating party with the reasons why that
19 party disputes all or part of the allegation.

20 3.15.3. If the response does not address the alleged violation to
21 the initiating party's satisfaction, the initiating and responding parties shall
22 negotiate in good faith for up to ten (10) calendar days to resolve their
23 differences.

24 3.15.4. If initiating and responding parties are unable to resolve
25 their differences after twenty (20) calendar days, either may file an appropriate
26 motion for enforcement with the Court.

27 **3.16. Waiver of Right to Appeal.** The Parties agree to waive all appeals
28

1 from the Court’s Final Approval of this Settlement except as related to any
2 reduction in Class Counsel Fees and Expenses. However, any reduction in the
3 Class Counsel Fees and Expenses, and/or any reduction to the requested Class
4 Representative Incentive Award, does not constitute grounds to terminate or void
5 the Settlement.

6 **3.17. Release of Claims.**

7 **3.17.1. Released Parties.** “Released Parties” is defined to
8 include Defendants and their present and former parent companies, subsidiaries,
9 divisions, related, associated, and/or affiliated companies, shareholders, officers,
10 directors, employees, agents, attorneys, insurers, reinsurers, successors and
11 assigns, and any individual or entity which could be liable for any of the Released
12 Claims.

13 **3.17.2. Release of Claims by Class Members.** Upon entry of
14 final judgment by the Court, and in consideration for the Settlement Amount,
15 Plaintiffs and all Class Members, excluding only those who have timely opted
16 out of the settlement by submitting a valid Request for Exclusion, shall release
17 Defendants and the Released Parties (defined above) of all claims under state,
18 federal or local law, whether statutory, common law or administrative, arising
19 out of or based on the allegations set forth in the FAC and arising during the
20 Class Period during employment as a non-exempt employee in California
21 including, but not limited to, claims for failure to pay earned wages, failure to
22 pay minimum wages, failure to pay overtime compensation, failure to provide
23 meal breaks, failure to provide rest breaks, failure to provide accurate wage
24 statements, failure to timely pay final wages, unfair competition under California
25 Business and Professions Code section 17200, *et seq.* , and alleged violations of
26 PAGA, based on the claims that have been pled or could have been pled based
27 on the factual allegations and issues set forth in Plaintiff Perales’ PAGA notice
28

1 and the FAC, including, but not limited to, injunctive relief, liquidated damages,
2 penalties of any nature, including civil penalties under PAGA, interest, fees,
3 including fees under California Code of Civil Procedure section 1021.5, costs,
4 and all other claims and allegations made or which could have been made in the
5 Action based on the facts and allegations pled in Plaintiff Perales' PAGA notice
6 and the FAC. It is the intent of the Parties that the judgment entered by the Court
7 upon final approval of the Settlement shall have *res judicata* effect and be final
8 and binding upon Plaintiffs and all Settlement Class Members, excluding only
9 those who have expressly opted out of the settlement by submitting a valid
10 Request for Exclusion (except that PAGA Members will receive a PAGA
11 Payment regardless of whether they submit a Request for Exclusion).

12 ///

13 **3.17.3. Complete And General Release by Plaintiffs.** In
14 exchange for the Class Representative Incentive Award and for their efforts in
15 representing the Class Members, each of the Plaintiffs individually, and on their
16 own behalf, release the Released Parties from any and all charges, complaints,
17 claims, causes of action, demands, disputes, damages, attorneys' fees, costs,
18 losses and liabilities of any kind or nature whatsoever, known or unknown,
19 suspected or unsuspected, asserted or unasserted, which Plaintiffs, at any time
20 heretofore, had or claimed to have or Plaintiffs may have as of the date he/she
21 signs this Agreement, including but not limited to any and all claims arising out
22 of, relating to or resulting from their respective employment with or separation
23 of employment with Released Parties that currently exist, including any claims
24 arising under any federal, state or local law, statute, ordinance, rule or regulation
25 or Executive Order relating to employment, including, but in no way limited to,
26 any claim under Title VII of the Civil Rights Act of 1964, as amended ("Title
27 VII"), 42 U.S.C. § 1981; the Americans with Disabilities Act ("ADA"); the
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1 Family and Medical Leave Act (“FMLA”); the Employee Retirement Income
2 Security Act (“ERISA”); the California Family Rights Act (“CFRA”); the
3 California Fair Employment and Housing Act (“FEHA”); all claims for wages or
4 penalties under the Fair Labor Standards Act (“FLSA”); all claims for wages or
5 penalties under the California Labor Code; Business and Professions Code
6 sections 17200 *et seq.*; all laws relating to violation of public policy, retaliation,
7 or interference with legal rights; any and all other employment or discrimination
8 laws; whistleblower claims; any tort, fraud or constitutional claims; and any
9 breach of contract claims or claims of promissory estoppel. It is agreed that this
10 is a general release and is to be broadly construed as a release of all claims;
11 provided that, notwithstanding the foregoing, this paragraph expressly does not
12 include a release of any claims that cannot be released hereunder by law,
13 including any claims or rights afforded to Plaintiffs under California Workers’
14 Compensation laws. However, the Equal Employment Opportunity Commission
15 (“EEOC”) or other governmental agency cannot be barred from pursuing a claim
16 on Plaintiffs’ behalf, although Plaintiffs agree that they are releasing their
17 respective rights to any personal recovery from a claim brought by the EEOC or
18 any other governmental agency. Plaintiffs understand and expressly agree that
19 this Agreement extends to claims that they have against Defendants, of whatever
20 nature and kind, known or unknown, suspected or unsuspected, vested or
21 contingent, past, present, or future, arising from or attributable to an incident or
22 event, occurring in whole or in part, on or before the date they sign this
23 Agreement (except as noted above). Any and all rights granted under any state
24 or federal law or regulation limiting the effect of this Agreement, including the
25 provisions of section 1542 of the California Civil Code, ARE HEREBY
26 EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as
27 follows: **A GENERAL RELEASE DOES NOT EXTEND TO**
28

1 **CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT**
2 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME**
3 **OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR**
4 **HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER**
5 **SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

6 **3.18. Nullification of Settlement Agreement.** In the event: (i) the Court
7 does makes a final determination to not enter the Preliminary Approval Order as
8 specified herein; (ii) the Court does not grant final approval of the Settlement as
9 provided herein; (iii) the Court does not enter a Final Judgment as provided
10 herein; or (iv) the Settlement does not become final for any other reason, this
11 Settlement Agreement shall be null and void, and any order or judgment entered
12 by the Court in furtherance of this Settlement shall be treated as void from the
13 beginning. In such a case, the Parties and any funds to be awarded under this
14 Settlement shall be returned to their respective statuses as of the date and time
15 immediately prior to the execution of this Agreement, and the Parties shall
16 proceed in all respects as if this Agreement had not been executed, except that
17 any fees already incurred by the Settlement Administrator shall be paid by the
18 Parties in equal shares. However, if Defendants exercised their option under
19 Section 3.10 to terminate the Agreement, Defendants are responsible for all such
20 fees incurred by the Settlement Administrator, as provided above. In the event
21 an appeal is filed from the Court's Final Judgment, or any other appellate review
22 is sought, administration of the Settlement shall be stayed pending final
23 resolution of the appeal or other appellate review, but any fees incurred by the
24 Settlement Administrator prior to it being notified of the filing of an appeal from
25 the Court's Final Judgment, or any other appellate review, shall be paid to the
26 Settlement Administrator by Defendants within forty-five (45) calendar days of
27 said notification. The Parties agree that, in the event the Settlement is not granted
28

1 final approval by the Court, or if the Settlement is terminated by either Party
2 under the provisions of the long-form settlement agreement, the Parties will
3 request that the Court reopen proceedings within fourteen (14) calendar days.

4 **3.19. Proportional Increase in Gross Settlement Amount.** Prior to the
5 mediation, Defendants estimated that the size of the Class was/is about eighteen
6 thousand six hundred and eighty-six (18,686) workweeks worked by one
7 hundred and fifteen (115) Settlement Class Members. If the number
8 of workweeks worked by Settlement Class Members during the Class Period
9 is more than 10% greater than this figure, Defendants agree to increase the
10 Settlement Amount on a proportional basis (i.e. if the amount increases 12% the
11 Settlement Amount will increase 12%).

12 **3.20. No Admission.** By agreeing to this Settlement, Defendants make no
13 admission of liability or wrongdoing. It is acknowledged by all parties that
14 Defendants state they are participating in this settlement to avoid the expense,
15 inconvenience and delay of further litigation.

16 **3.21. Confidentiality Preceding Preliminary Approval.** The Parties
17 and their respective counsel agree that they will not issue any press releases,
18 initiate any contact with the press, respond to any press inquiry, or have a
19 communication with the press about the fact, amount or terms of the Settlement
20 prior to the filing of the Motion for Preliminary Approval. Any communication
21 about the Settlement to Class Members prior to the court-approved mailing will
22 be limited to a statement that a settlement has been reached and the details will
23 be communicated in a forthcoming Court-approved notice.

24 **3.22. Publicity.** Plaintiffs, Defendants, and their respective counsel agree
25 that no Party shall issue a press release to the news media, nor shall any Party
26 disclose any information regarding this settlement in their marketing materials,
27 nor shall any Party communicate in any way with news media concerning the
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1 Settlement. However, following Final Approval of the Settlement, Plaintiffs'
2 counsel may list the settlement on its websites, as long as the disclosure does not
3 identify Defendants by name and to the extent identified is lists Defendants as
4 Plaintiffs' employer. After Preliminary Approval, if contacted by the media or
5 third parties, Plaintiffs and Class Counsel will only discuss information publicly
6 available. Further, Plaintiffs and their counsel agree not to otherwise notify the
7 media about the terms of the Settlement or advertise or market any of the terms
8 of the Settlement through written, recorded or electronic communications. This
9 provision shall not apply to, or limit the public filing of motions or other case
10 materials in the Action related to seeking and obtaining Court approval of the
11 Settlement. This provision shall also not prohibit Class Counsel from responding
12 to specific questions from Class Members. This provision shall also not prohibit
13 Class Counsel from listing the instant action in support of a motion for
14 appointment as class counsel/PAGA representative counsel, submissions
15 regarding Class Counsel's qualifications and experience, or motion for attorneys'
16 fees. Nothing herein shall be interpreted as preventing any good-faith
17 communications by any Counsel and/or any Parties with the Court, the Class
18 Members, or the Settlement Administrator.

20 **3.23. Fair, Adequate and Reasonable Settlement.** This Settlement was
21 reached after extensive negotiations. The Parties believe and agree that this
22 Settlement is a fair, adequate, and reasonable resolution of the Action and have
23 arrived at this Settlement through arms-length negotiations, taking into account
24 all relevant factors, present and potential, and will so represent it to the Court.

25 ///

26 ///

27 ///

28 ///

1 **3.24. Judgment.**

2 3.24.1. The Parties agree that, upon final approval of the
3 Settlement by the Court, the Action will be dismissed in its entirety with
4 prejudice pursuant to the Proposed Final Judgment and Order of Dismissal.

5 **3.25. Jurisdiction of the Court.** The Parties agree that the Court shall
6 retain jurisdiction with respect to the interpretation, implementation and
7 enforcement of the terms of this Agreement and all orders and judgments entered
8 in connection therewith, and the Parties and their counsel hereto submit to the
9 jurisdiction of the Court for purposes of interpreting, implementing and
10 enforcing the settlement embodied in this Agreement and all orders and
11 judgments entered in connection therewith.

12 **3.26. Execution by Settlement Class Members.** It is agreed that it is
13 impossible or impractical to have each Class Member execute this Settlement
14 Agreement. The Notice will advise all Settlement Class Members of the binding
15 nature of the release and upon entry of Judgment shall have the same force and
16 effect as if each Settlement Class Member executed this Agreement. Notice of
17 entry of the Final Judgment shall be given to Class Counsel on behalf of Plaintiffs
18 and all Settlement Class Members. It shall not be necessary to send notice of
19 entry of this Final Approval Order or the ensuing Final Judgment to individual
20 Settlement Class Members. The time for any appeal shall run from service of
21 Notice of entry of Judgment, by Class Counsel on Defendants.

22 **3.27. Execution by Plaintiffs.** Plaintiffs are bound by the terms herein
23 and further agree not to request to be excluded from the Settlement. Any such
24 request for exclusion shall therefore be void and of no force or effect.

25 **3.28. Miscellaneous Terms.**

26 3.28.1. **Integrated Agreement.** After it is signed and delivered
27 by all Parties and their counsel, this Settlement and its exhibits will constitute
28

1 the entire agreement between the Parties relating to the terms of Settlement, and
2 will supersede any prior or contemporaneous oral representations, warranties,
3 covenants, or inducements made to any Party concerning this Settlement or its
4 exhibits, including the Settlement Terms executed at the time of the mediation.

5 **3.28.2. Execution in Counterparts.** This Settlement may be
6 executed in one or more counterparts and by facsimile or PDF version. All
7 executed counterparts, and each of them, will be deemed to be one and the same
8 instrument. Any executed counterpart will be admissible in evidence to prove the
9 existence and contents of this Settlement.

10 **3.28.3. Exhibits and Headings.** The terms of this Agreement
11 include the terms set forth in any attached Exhibits, which are incorporated by
12 this reference as though fully set forth herein. Any Exhibits to this Agreement
13 are an integral part of the Settlement. The descriptive headings of any paragraphs
14 or sections of this Agreement are inserted for convenience of reference only and
15 do not constitute a part of this Agreement.

16 **3.28.4. Modification of Settlement.** This Settlement, and any
17 and all parts of it, may be amended, modified, changed, or waived only by an
18 express written instrument signed by all Parties or their successors-in-interest.

19 **3.28.5. Settlement Binding on Successors.** This Settlement
20 will be binding upon, and inure to the benefit of, the successors of each of the
21 Parties.

22 **3.28.6. Applicable Law.** All terms and conditions of this
23 Settlement and its exhibits will be governed by and interpreted according to the
24 laws of the State of California, without giving effect to any conflict of law or
25 choice of law principles.

26 **3.28.7. Invalidity of Any Provision.** Before declaring any
27 provision of this Agreement invalid, the Court shall first attempt to construe the
28

provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

3.28.8. **Interim Stay of Proceedings.** All proceedings in this Action are stayed until further order of the Court, except as may be necessary to implement the terms of the settlement.

3.28.9. **Authorization to Enter into Settlement Agreement.** Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best effort to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The person(s) signing this Agreement on behalf of Defendants represents and warrants that they are authorized to sign this Agreement on behalf of Defendants. Plaintiffs represent and warrant that they are authorized to sign this Agreement and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

3.28.10. **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:

To Class Counsel:

BRIAN D. CHASE
IAN M. SILVERS
BISNAR/CHASE LLP
1301 Dove Street, Suite 120
Newport Beach, CA 92660
Telephone: 949.752.2999

To Defendants:

JACKSON LEWIS P.C.
Peter J. Woo
Heather B. Dillion.
J. Andrew Schaffer
200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
Telephone: (949) 885-1360

3.28.11. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

IT IS SO AGREED.

[Signatures on next page]

1
2
3 Dated: ^{04/13}_____, 2022


Blaine Patriquin (Apr 13, 2022 16:48 MDT)

Blaine Patriquin

4
5
6
7 Dated: April 13, 2022


Nicolle Perales (Apr 13, 2022 11:47 PDT)

Nicole Perales

8
9
10
11
12
13 Dated: 11 April, 2022

By: 

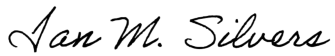
Name: Megan Fischietto

Title: Legal Counsel - North America

14
15
16
17
18
19 IMCD US, LLC/E.T. HORN
20 COMPANY

21
22
23
24 DATED: April 13, 2022

BISNAR | CHASE LLP

25 By: 

26
27 Brian D. Chase
28 Ian M. Silvers

Counsel for Plaintiffs and the

Class Members

DATED: _____, 2022

JACKSON LEWIS, P.C.

By:



Peter J. Woo
Heather B. Dillion
J. Andrew Schaffer

*Counsel for Defendants,
IMCD US, LLC and E.T. Horn
Company*

4891-0450-0251, v. 1

EXHIBIT 1

Patriquin et. al. v. IMCD US, LLC and E.T. Horn Company
U.S. District Court for the Central District of California
Case No. 8:21-cv-01127-DOC-ADS
A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected whether you act or don't act.

TO: ALL INDIVIDUALS WHO WORKED FOR IMCD US, LLC/E.T. HORN COMPANY ("DEFENDANTS") IN THE STATE OF CALIFORNIA AS A NON-EXEMPT EMPLOYEE BETWEEN APRIL 23, 2017 AND [THE EARLIER OF PRELIMINARY APPROVAL OR MAY 1, 2022].

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE REQUIRES YOU TO ACT ON OR BEFORE [45 DAYS FROM DATE OF MAILING], 2022 WITH RESPECT TO YOUR RIGHTS IN CONNECTION WITH THE SETTLEMENT. YOU ARE NOT BEING SUED.

YOU ARE HEREBY NOTIFIED AS FOLLOWS: A settlement has been reached between the parties in the lawsuit identified in the caption above on behalf of the following settlement class: individuals who worked for Defendants in the state of California as a non-exempt employee between April 23, 2017 and [the earlier of preliminary approval or May 1, 2022].

You have received this notice because records indicate that you qualify as a member of the Settlement Class. This notice is designed to advise you of your rights in connection with the settlement and instruct you what to do to exercise those rights.

YOUR OPTIONS UNDER THE SETTLEMENT

Summary of Your Legal Rights and Options in this Settlement	
DO NOTHING	You may do nothing in response to this notice. If you do nothing, you will participate in the settlement, you will receive a share of the settlement, and you will release certain claims as described below.
EXCLUDE YOURSELF	Submit a Request for Exclusion. If you submit a timely and valid Request for Exclusion, you will <u>not</u> participate in the settlement, will <u>not</u> receive a share of the settlement (but will receive a PAGA Payment if you worked during the PAGA period), and will <u>not</u> consent to the release described below. To submit a Request for Exclusion, follow the instructions below in Section III.
OBJECT	Submit a written objection to the Court. If you disagree with the proposed settlement or any of its terms (including if you contest the amount the records show you are due based on the formula below), you may submit an objection. You will remain a member of the Class and are bound by any rulings regarding the Class and PAGA (if applicable). If the Court agrees with your objection, the parties can choose whether to withdraw the settlement or change its terms (or adjust the amount you receive if the objection is to how it has been calculated). If the Court rejects your objection, you will be entitled to participate in the settlement and you will release

	certain claims as described below. To submit an Objection, follow the instructions below in Section III.
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I. BACKGROUND OF THE CASE

A class-action lawsuit was filed by Plaintiffs Blaine Patriquin and Nicole Perales (“Plaintiffs”) against IMCD US, LLC and E.T. Horn Company (“Defendants”) in the in the Superior Court of California, County of Orange, which was later moved to the U.S. District Court for the Central District of California and given case number 8:21-cv-01127-DOC-ADS. Nicole Perales also filed a claim for violation of the Private Attorneys General Act (“PAGA”). The original complaint was later amended on [REDACTED], 2022 to include that claim as well.

The Action as currently pled (the “First Amended Complaint” or “FAC”) alleges claims for (1) failing to pay for all wages owed (including minimum wage), (2) failing to pay overtime, (3) non-compliant meal periods (4) non-compliant rest breaks; (5) non-complaint itemized wage statements, (6) failing to timely pay waiting time penalties; (7) violation of California’s Unfair Competition Law (“UCL”) an (8) violation of PAGA.

Defendants deny all of Plaintiffs’ claims as to liability and damages as well as Plaintiffs’ class allegations. **No Court has yet ruled on the merits of Plaintiffs’ contentions. The Court has only determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the Final Settlement Approval Hearing.** Plaintiffs have vigorously prosecuted this case, and Defendants have vigorously defended it. The Parties have engaged in informal discovery and investigation to assess the relative merits of the claims of the Plaintiffs and the defenses to those claims. They then engaged in a mediation with Hon. Carl West (Ret.), an experienced and well-respected class action mediator. With Mr. West’s guidance, the parties were able to negotiate a complete settlement of Plaintiffs’ class and representative claims. Class Counsel has investigated and researched the facts and circumstances underlying the issues raised in the case and the law applicable. While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

The parties have since entered into a Joint Stipulation Re: Class Action Settlement (the “Agreement”), which has been given preliminary approval by the Court. The Agreement approves of the Settlement Class for the sole purpose of administration of this settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

The Class Representatives and Class Counsel support this settlement. Among the reasons given for support is the inherent risk of trial on the merits, the risk of the court not certifying the class, and the delays associated with litigation.

The settlement provides for the following:

A. Gross Settlement Amount

The total settlement paid by Defendants will be Five Hundred Ninety-Five Thousand Dollars and Zero Cents (\$595,000.00), which is inclusive of all Individual Settlement Awards to Settlement Class Members, PAGA Payments (i.e. to Aggrieved Employees of \$6,250 of the \$25,000 gross Private Attorneys General Act settlement), the payment to the State of California for a portion of the Private Attorneys General Act claim (i.e. payment to the State of California of \$18,750 of the \$25,000 gross Private Attorneys General Act settlement), Class Counsel Fees and Costs awarded by the Court, the Class Representative Incentive Awards approved by the Court, Settlement Administration Costs, and all federal, state and local taxes on the employee side for the portion of the settlement designated as wages. Employer-side taxes on the portion of the Settlement designated as wages shall be separately paid by Defendants and shall not be paid from the Gross Settlement Amount

B. Net Settlement Amount

The net amount available for payment of Individual Settlement Payments to Settlement Class Members will be determined after deducting the Class Counsel's Fees and Costs, Class Representatives Incentive Awards, Settlement Administrator Costs, the Private Attorneys General Act settlement, and the estimated amount for the employee payroll taxes.

C. Individual Settlement Payments

Defendants will pay to each Settlement Class Member an Individual Settlement Payment that will be calculated as follows:

The Net Settlement Amount will be converted into a weekly value by taking (i) the number of weeks each Settlement Class Member was employed by Defendants from April 23, 2017 through [the earlier of preliminary approval or May 1, 2022]; divided by (ii) the aggregate number of weeks worked by all Settlement Class Members for Defendants during this time period; and then multiplied by (iii) the Net Settlement Amount. The workweeks for Class Member Allocation Amounts shall be calculated using Defendants' records. All Class Members shall be entitled to payment for at least one (1) workweek.

Based on payroll data in Defendants' records, you worked [] weeks. If no one opts out of the settlement, this will result in an estimated Individual Settlement Payment to you of [\$]. If you disagree with the accuracy of this number of workweeks, you must file an objection as provided below in Section III.C. Each Individual Settlement Payment will be reduced by any legally-mandated deductions for payroll taxes and/or other required withholdings. If you do not exclude yourself from participating in the settlement, you will receive a check after Final Approval of the Settlement by the Court and the check will be valid for a period of 180 days only. All uncashed checks will be sent to the State Controller's Office, Unclaimed Property Division.

D. PAGA Payments

Certain claims were asserted in the Action under a statute known as the California Private Attorneys General Act or "PAGA," which is a statute that allows an employee to represent other employees, on behalf of the state, and seek recovery of civil penalties (but not the underlying wages and damages). The PAGA period is different than the Class Period. The PAGA Period is June 11, 2020 through [the earlier of preliminary approval or May 1, 2022]. Class Members who worked for Defendant during the PAGA Period are PAGA Members. The proposed settlement allocates Six Thousand Two Hundred and Fifty Dollars (\$6,250) to distribute to individual PAGA Members (the "PAGA Member Settlement Amount"). PAGA Members may not opt out of or object to the PAGA Settlement. All PAGA Members will receive a settlement payment based upon the number of workweeks worked, even if the PAGA Member opted to exclude themselves from participating in the class settlement.

The PAGA Member Settlement Amount will be converted into a workweek value by taking: (i) the number of workweeks each Aggrieved Employee was employed by Defendants during the PAGA Period; divided by (ii) the aggregate number of workweeks worked by all Aggrieved Employees for Defendants during the PAGA Period; and then multiplied by (iii) 25% of the PAGA Settlement Amount (\$6,250.00). The workweeks for PAGA Payments shall be calculated using Defendants' records. The PAGA Payment will be reported on a Form 1099.

Based on payroll data in Defendants' records, you worked [] workweeks during the PAGA Period. This will result in an estimated individual PAGA Payment to you of approximately [\$]. If you are a PAGA Member, you will receive a PAGA Payment regardless of whether you objected to this settlement in your capacity as a Class Member. Your individual PAGA Payment check will be sent to you after Final Approval of the Settlement by the Court and the check will be valid for a period of 180 days only. All uncashed checks will be sent to the State Controller's Office, Unclaimed Property Division.

E. Release

Defendants and their present and former parent companies, subsidiaries, divisions, related, associated, and/or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, reinsurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims ("Released Parties") are released from any and all claims as defined in the Release, set forth below in Section IV.A.

F. Class Representatives

The Class Representatives are Blaine Patriquin and Nicole Perales. Class Representatives shall apply to the Court for Class Representative Incentive Awards in such amount as the Court determines to be fair and reasonable, at the time of the Final Approval Hearing. The parties' preliminary agreement proposes, and Class Representatives will seek, a payment not to exceed \$10,000.00 for each Class Representative.

G. Class Counsel Award and Costs

The attorneys for the class will seek attorneys' fees in the amount of One Hundred Ninety-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$198,333.33), which represents one-third of the total settlement amount of. In addition, the attorneys for the class will seek to be paid for all actual costs and expenses incurred by Class Counsel in prosecuting this action, not to exceed \$25,000.00.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?

Your interests as Settlement Class Member are represented by the Class Representative and Class Counsel. Unless you opt-out of the Settlement Class, you are a part of the Settlement Class, you will be bound by the terms of the Agreement and any final judgment that may be entered by the Court and will be deemed to have released certain claims against the Defendants as described below. As a member of the Settlement Class, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses except as approved of by the Court and deducted from the Gross Settlement Amount, unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and costs.

A. Do Nothing

You are not required to take any action by reason of receipt of this Notice. If you do nothing, you will receive a portion of the settlement and will remain a member of the Settlement Class, and will be bound by the terms of the settlement and, therefore, you will release your claims as described below.

B. Exclude Yourself from the Settlement

Any person that does not wish to participate in the settlement may exclude themselves (i.e., "opt-out") by completing the Request for Exclusion Form which is also enclosed. The Request for Exclusion Form must be signed, dated, completed, and returned (via mail, fax or personal delivery) to:

Patriquin et. al. v. IMCD US, LLC and E.T. Horn Company Exclusions

ILYM Group, Inc.

[REDACTED]

[REDACTED]

Telephone: [REDACTED]

Facsimile: [REDACTED]

The Request for Exclusion Form must be postmarked/fax stamped no later than [45 DAYS AFTER THE DATE OF MAILING], 2022 or delivered to the above address by that date. Any person who files a complete and timely Request for Exclusion Form shall not be a member of the Settlement Class, shall be barred from participating in any portion of the settlement (but will still receive his/her PAGA Payment if he/she is a PAGA Member), may not object to the settlement, and shall receive no payment or benefits from the settlement. Any such person will not release any class claims he/she may have against Defendants.

C. Object to the Settlement or Individual Settlement Allocation

You can object to the settlement, or the number of workweeks attributed to you in Section II.C and II.D (of applicable). If you object, you remain a member of the Settlement Class/PAGA. If the Court approves the settlement, you will still be bound by the terms of the settlement. To object to the terms of the Settlement, you must complete the Objection Form, which is also enclosed. The Objection Form must be signed, dated, completed, and returned to:

Patriquin et. al. v. IMCD US, LLC and E.T. Horn Company Objections

ILYM Group, Inc.

[REDACTED]

[REDACTED]

Telephone: [REDACTED]

Facsimile: [REDACTED]

The Objection Form must be postmarked/fax stamped no later than [45 DAYS AFTER THE DATE OF MAILING], 2022 or delivered to the above address by that date. If you object only to the amount of the settlement payment based upon the number of workweeks, please include with the Objection Form any documentary evidence supporting your objection. The Objection Form must be mailed/faxed/delivered as noted above, and have the following items completed: 1) the full name of the Settlement Class Member; (2) the address and telephone number of the Settlement Class Member; (3) the last four digits of the Settlement Class Members' Social Security number and/or the Employee ID number; and (4) the basis for the objection. Settlement Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

If you choose to submit an objection to the terms of this settlement, you may enter an appearance and represent yourself or obtain your own counsel. You will then continue as a settlement class member either represented by your own counsel or representing yourself and will be solely responsible for the fees and costs of your attorney. The final fairness hearing at which the Court will adjudicate any Objections, and be asked to approve the settlement will be on [REDACTED], 2022 at [REDACTED]m. in Department 10A of the U.S. District Court for the Central District of California, or such other, later date as the court may authorize.

IV. EFFECT OF THE SETTLEMENT

A. Released Rights and Claims

Each member of the Settlement Class, who does not submit a timely and proper Request for Exclusion, releases Defendants together with the Released Parties. Released Claims are defined as all claims under state, federal or local law, whether statutory, common law or administrative, arising out of or based on the allegations set forth in the FAC and arising during the Class Period during employment as a non-exempt employee in California including, but not limited to, alleged claims for failure to pay earned wages, failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal breaks, failure to provide rest breaks, failure to provide accurate wage statements, failure to timely pay final wages, unfair competition under California Business and Professions Code section 17200, *et seq.*, and alleged violations of PAGA, based on the claims that have been pled or could have been pled based on the factual allegations and issues set forth in Plaintiff Perales'

PAGA notice and the FAC, including, but not limited to, injunctive relief, liquidated damages, penalties of any nature, including civil penalties under PAGA, interest, fees, including fees under California Code of Civil Procedure section 1021.5, costs, and all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in Plaintiff Perales' PAGA notice and the FAC. It is the intent of the Parties that the judgment entered by the Court upon final approval of the Settlement shall have *res judicata* effect and be final and binding upon Plaintiffs and all Settlement Class Members, excluding only those who have expressly opted out of the settlement by submitting a valid Request for Exclusion (except that PAGA Members will receive a PAGA Payment regardless of whether they submit a Request for Exclusion).

B. Payment to Class Members

Your Individual Settlement Payment will be paid within approximately 50 days after final court approval of this Settlement, provided that all rights to appeals or further appeals are exhausted. Please be patient.

III. FINAL SETTLEMENT APPROVAL HEARING

The Court has only determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the Final Settlement Approval Hearing. The Court will hold a hearing in Department 10A of the U.S. District Court for the Central District of California, at 411 West Fourth Street, Santa Ana, CA, 92701 on [REDACTED], 2022, at [REDACTED] m., to determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and reimbursement of costs and expenses and the enhancement award to be paid to the Class Representative. Class Counsel's application for attorneys' fees and reimbursement of expenses, as well as the Motion for Final Approval, will be on file with the Court before this hearing, and will be available for review.

The hearing may be continued without further notice to the settlement class. It is not necessary for you to appear at this hearing unless you have timely filed an objection and wish to be heard.

IV. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you are referred to the detailed Class Action Settlement Agreement, which is on file with the U.S. District Court for the Central District of California. The pleadings and other records in this litigation including the Settlement Agreement and the motions for approval, may be examined at any time during regular business hours at the Clerk's Office, U.S. District Court for the Central District of California, at 411 West Fourth Street, Santa Ana, CA, 92701.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

EXHIBIT 2

REQUEST FOR EXCLUSION FORM

“I wish to exclude myself from the Settlement in *Patriquin et. al. v. IMCD US, LLC and E.T. Horn Company*, Case No. 8:21-cv-01127-DOC-ADS.”

I understand that by submitting this form, I will not be entitled to receive any Individual Settlement Payment from the Settlement of this Action, regarding the Class Action Claims. I may, however, still receive a PAGA payment if I worked during the PAGA period.

PLEASE PRINT CLEARLY

Name

Street Address

City, State ZIP

Telephone Number

Last 4 of Social Security Number (for ID purposes)

Signature

Date

You must include all of the information above and sign this form for it to be effective. This Request for Exclusion Form must be postmarked by [Opt Out Deadline], and mailed to the following address, First Class postage prepaid, faxed or delivered to that address by [Opt Out Deadline]:

Patriquin et. al. v. IMCD US, LLC and E.T. Horn Company Exclusions

c/o

[REDACTED]
[REDACTED]
[REDACTED], [REDACTED]

EXHIBIT 3

OBJECTION FORM

Patriquin et. al. v. IMCD US, LLC and E.T. Horn Company, Case No.
8:21-cv-01127-DOC-ADS

IF YOU WISH TO OBJECT TO THE CLASS ACTION SETTLEMENT OR THE AMOUNT LISTED ON THE NOTICE OF CLASS ACTION SETTLEMENT YOU RECEIVED, YOU MUST SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS BELOW, POSTMARKED NO LATER THAN [insert date 45 days after mailing of notice] OR DELIVER IT TO THE ADDRESS BELOW BY [insert date 45 days after mailing of notice]. IF YOU NEED ADDITIONAL SPACE TO EXPLAIN THE BASIS FOR YOUR OBJECTION, YOU MAY ATTACH ADDITIONAL PAGES TO THIS FORM.

Patriquin et. al. v. IMCD US, LLC and E.T. Horn Company - Objections
c/o ILYM Group, Inc.

[REDACTED]
[REDACTED], [REDACTED]

I declare as follows:

I have received notice of the proposed class action settlement in this action and wish to **object to the settlement/amount the notice of class action settlement states I will receive.** The basis of my objection is as follows:

(You may attach additional pages if necessary to explain the basis of your objection)

Dated: _____, 2022.

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Employee ID number **or** last four digits of Social Security Number)