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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF STANISLAUS

SOFIA RODRIGUEZ, as an aggrieved
employee pursuant to the Private Attorneys
General Act (PAGA),

Plaintiff,

vs.

SENSIENT NATURAL INGREDIENTS,
LLC; ONE SOURCE STAFFING
SOLUTIONS, INC.; and DOES 1 to 20,
inclusive,

Defendants.

) Case No. CV-21-004381
) (Consolidated with Merced County
) Superior Court Case No. 22CV-00568)

) Assigned for All Purposes to:
) Judge John D. Freeland, Dept. 23

) **SETTLEMENT AGREEMENT AND
) RELEASE OF PAGA CLAIMS**

) Complaint Filed: August 17, 2021

SOFIA RODRIGUEZ,

Plaintiff,

vs.

SENSIENT NATURAL INGREDIENTS,
LLC; ONE SOURCE STAFFING
SOLUTIONS, INC.; and DOES 1 to 20,
inclusive,

Defendants.

) Merced County Superior Court Case No.
) 22CV-00568)

) Complaint Filed: February 22, 2022

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One Source Staffing Solutions, Inc.

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1 SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

2 Plaintiff Sofia Rodriguez ("Plaintiff"), individually and in her capacity as a representative of the
3 State of California on behalf of other aggrieved employees, and defendants One Source Staffing
4 Solutions, Inc. ("One Source") and Sensient Natural Ingredients LLC ("Sensient"), hereby enter into this
5 Settlement Agreement and Release of Private Attorneys General Act of 2004 Claims ("Settlement") as
6 follows:

7 **I. DEFINITIONS**

8 As used in this Settlement, the following terms shall have the following meanings:

- 9 1. **"Action"** shall mean the civil action entitled *Rodriguez v. Sensient Natural Ingredients,*
10 *LLC, et al.*, filed in the Superior Court for the County of Stanislaus on August 17, 2021, designated as
11 Case No. CV-21-004381. The Action does not include Plaintiff's individual claims that were initially
12 filed in the Superior Court for the County of Merced on February 22, 2022, Case No. 22CV-00568
13 ("Plaintiff's Individual Claims.") The Merced County case was transferred to the Stanislaus County
14 Superior Court and consolidated with the Action on July 28, 2022, and administratively assigned
15 Stanislaus County Superior Court Case No. CV-22-004138 on the Notice Of Transfer Of Action.
- 16 2. **"Defendants"** shall mean Defendant One Source Staffing Solutions, Inc. and Defendant
17 Sensient Natural Ingredients LLC.
- 18 3. **"Defense Counsel"** shall mean GORDON REES SCULLY MANSUKHANI, LLP and
19 SCHEPPACH BAUER PC.
- 20 4. **"Effective Date"** refers to the date upon which both of the following have occurred:
21 (i) approval of the Settlement is granted by the Superior Court of California for the County of Stanislaus,
22 or other court assuming jurisdiction of this matter, and (ii) the Court's Judgment approving the
23 Settlement becomes Final. The Court's Judgment approving the Settlement becomes Final on the later
24 of: (1) the day after the last day by which a notice of appeal of the Approval Order and/or of an order
25 rejecting any motion to intervene may be timely filed, and none is filed; (2) if such an appeal is filed, and
26 the Approval Order is affirmed, the day after the last date for filing a request for further review of the
27 decision passes and no further review is requested; (3) if an appeal is filed and further review of the
28 decision affirming the Approval Order is requested, the day after the request for review is denied with

prejudice and/or no further review of the decision can be requested, or (4) if review is accepted, the day after the United States or California Supreme Court affirms the Settlement.

5. **"LWDA"** refers to the California Labor & Workforce Development Agency.

6. **"PAGA"** refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*

7. **"PAGA Period"** shall mean June 10, 2020 through the sooner of (1) the date the Court grants approval of this settlement or (2) the date the pay periods in the PAGA Period increase by 10% over 17,504.

8. **"PAGA Settlement Members"** shall mean all individuals that One Source issued wage statements to in California at any time during the PAGA Period.

9. **"PAGA Fund"** shall mean the Total Settlement Payment, less Plaintiff's Counsel Payment, Plaintiff's Enhancement Award, and the Settlement Administration Costs.

10. **"Plaintiff"** refers to Sofia Rodriguez individually and in her capacity as representative of the State of California on behalf of other aggrieved employees.

11. **"Plaintiff's Counsel"** refers to Castle Law: California Employment Counsel, PC.

12. **"Parties"** collectively refers to Plaintiff and Defendants.

13. **"Released Claims"** shall mean any and all claims, whether known or unknown, to recover civil penalties pursuant to PAGA for any alleged violations by Defendants of California Labor Code §§ 201-204, 210, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, and any category of violations identified in Labor Code § 2699.5, and the related applicable IWC Wage Order provision for the PAGA Period, and any other violations that were alleged or could have been alleged in Plaintiff's letter to the LWDA or any complaint filed in this Action, with the exception of Plaintiff's Individual Claims.

14. **"Released Parties"** shall mean Defendants, and all of their subsidiary companies, affiliates, parents, holding companies, successors, partners, shareholders, insurers, legal representatives, assigns, employees, officers, directors, attorneys, agents, Devon Dean, Carlos Rodriguez and ShareSTAFF.

15. **"Settlement Administrator"** refers to a qualified, third-party settlement administrator

1 agreed to by the Parties to administer the terms of the Settlement. The Parties agree to utilize ILYM
2 Group, Inc. to administer the Settlement, at an estimated cost not to exceed \$10,000.00.

3 **II. RECITALS**

4 16. On June 10, 2021, Plaintiff sent a letter to the LWDA on behalf of herself, in compliance
5 with California Labor Code section 2699.3. More than 65 days passed after the letter was sent to the
6 LWDA, and the LWDA has not indicated that it intends to investigate the alleged violations referenced
7 in the letter.

8 17. On August 17, 2021, Plaintiff filed a PAGA complaint in the Superior Court for the
9 County of Stanislaus, designated as Case No. CV-21-004381, *Rodriguez v. Sensient Natural Ingredients,*
10 *LLC, et al.* The PAGA Action seeks civil penalties and an award of reasonable attorneys' fees and costs.

11 18. Plaintiff's Counsel has thoroughly investigated the facts relating to the claims alleged in
12 the operative complaint and have made a thorough study of the legal principles applicable to the claims
13 asserted against Defendants. Based on their investigation and evaluation of this case, Plaintiff's Counsel
14 has concluded that the settlement is fair, reasonable, and adequate in light of all known facts and
15 circumstances, including the defenses asserted by Defendants, potential adverse findings regarding
16 liability, and numerous potential appellate issues.

17 19. The Parties enter into this Settlement Agreement on a conditional basis. In the event the
18 Court does not enter a Final Order and Judgment as defined in this Settlement Agreement, this
19 Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect
20 whatsoever, and will not be referred to or utilized for any purpose whatsoever.

21 20. Defendants denied, and continue to deny, each and every claim and contention alleged in
22 the Action, and have always maintained that they never engaged in any unlawful acts regarding any of
23 the matters alleged in the Action. Defendants do not waive, but rather expressly reserve, all rights to
24 challenge all such claims and allegations upon all legal, procedural and factual grounds should this
25 Settlement Agreement not become final. This Settlement Agreement reflects a compromise reached to
26 end litigation.

27 21. The Parties stipulate and agree to the following terms of this Settlement Agreement with
28 the intent that this Agreement finally disposes of the Action with prejudice.

1 **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and conditions set
2 forth, the Parties agree as follows:

3 **III. NON-ADMISSION OF LIABILITY**

4 22. Based on the factual and legal issues involved, the expense and time necessary to
5 prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the difficulty of
6 proof necessary to establish a class for purposes of liability, and the relative benefits to the PAGA
7 Settlement Members of an expeditious resolution to the Action, the Parties have concluded that the terms
8 set forth in this Settlement are fair, reasonable, adequate and in the best interests of the PAGA Settlement
9 Members.

10 23. By entering into this Settlement, Defendants deny any liability for any of the claims in
11 the Action, as well as any other potential or unknown claims based on wage and hour violations under
12 state or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor
13 any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission,
14 concession, or indication by or against Defendants of any unlawful conduct, fault, wrongdoing or
15 liability whatsoever. Defendants specifically deny that they have engaged in any unlawful or wrongful
16 conduct against Plaintiff or the PAGA Settlement Members.

17 **IV. TERMS OF THE PAGA SETTLEMENT**

18 **A. The Total Settlement Payment**

19 24. One Source shall pay a settlement payment in a total amount not to exceed \$175,000 (the
20 "Total Settlement Payment"). This is the maximum required payment under this Settlement Agreement.
21 The Total Settlement Payment includes (but is not limited to) the PAGA Fund, Administration Costs,
22 Attorneys' Fees, Attorneys' Expenses, and the Enhancement Award. One Source represent that there are
23 approximately 17,504 pay periods.

24 **B. Enhancement Awards To Named Plaintiffs**

25 25. Subject to Court approval, Plaintiff may seek an enhancement award of up to Five
26 Thousand Dollars (\$5,000.00) to be paid from the Total Settlement Payment, as an enhancement for her
27 service as the PAGA representative, in addition to any payment she may otherwise receive as a PAGA
28 Settlement Member ("Enhancement Award").

1 26. Defendants will not oppose Plaintiff's request for the Enhancement Award. Plaintiff will
2 be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes
3 owing on said amount. The Parties agree that a reduction by the Court of the requested Enhancement
4 Award is not a basis for rendering the entire Settlement voidable or unenforceable. Any reductions by
5 the Court of the Enhancement Award shall revert to the PAGA Fund.

6 27. Release by Plaintiff:

7 In addition to the Released Claims, upon the date of entry of an order by the Court in this Action
8 approving this Settlement, Plaintiff will generally release any and all claims against the Released Parties.
9 This general release of all claims includes any and all claims arising from the claimed employment
10 relationship with the Released Parties, or the termination thereof, including, without limitation, any
11 claims for breach of any implied or express contract or covenant; claims for promissory estoppel; claims
12 of entitlement to any pay; claims of wrongful denial of insurance and employee benefits (except
13 workers' compensation benefits); claims for failure to hire, public policy violations, defamation, invasion
14 of privacy, fraud, misrepresentation, emotional distress, assault/battery, or other common law or tort
15 matters; claims of harassment, retaliation or discrimination based on age, race, color, religion, sex,
16 national origin, ancestry, physical or mental disability, protected activity, medical condition, marital
17 status, sexual preference, union activity, or veteran status; claims under Title VII of the Civil Rights Act
18 of 1964; the Civil Rights Act of 1991; the Americans With Disabilities Act; Section 1981 of the Civil
19 Rights Act of 1866; age discrimination under the Age Discrimination in Employment Act, as amended
20 by the Older Workers Benefit Protection Act; the Family and Medical Leave Act; claims for unfair
21 competition; claims based on legal restrictions on Defendants' right to terminate, not to hire or promote
22 employees, or to change an employee's compensation; and claims based on any federal, state or other
23 governmental statute, regulation or ordinance, all statutory, constitutional, contractual or common law
24 claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages,
25 interest, attorneys' fees, litigation costs, restitution, or equitable relief, or any other claims arising under
26 the Fair Labor Standards Act, California Labor Code, or Industrial Welfare Commission Wage Orders,
27 or arising out of or based upon the following categories of allegations regardless of the forum in which
28 they may be brought, to the fullest extent such claims are releasable by law: (i) all claims for unpaid

1 overtime; (ii) all claims for unpaid wages; (iii) all claims for meal break violations; (iv) all claims for rest
2 period violations; (v) all claims for paid sick leave violations; (vi) all claims for the failure to timely pay
3 wages upon termination; (vii) all claims for the failure to timely pay wages during employment; (viii) all
4 claims for wage statement violations; (ix) all claims for reporting time pay; and (x) all other penalties
5 recoverable for such claims under PAGA, and the Employee Retirement Income Security Act
6 (“ERISA”).

7 For the purpose of implementing a full and complete release and discharge of the Released
8 Parties, Plaintiff expressly acknowledges that the release in this Paragraph is intended to include in its
9 effect, without limitation, all claims she did not know or suspect at the time of execution hereof,
10 regardless of whether the knowledge of such claims, or the facts upon which they might be based, would
11 materially have affected the settlement of this matter, and that the Enhancement Award is also for the
12 release of those claims and contemplates the extinguishment of any such claims, with the exception of
13 Plaintiff’s Individual Claims. In furtherance of this Settlement, Plaintiff expressly waives all rights
14 provided by California Civil Code section 1542, or other similar statutes that Plaintiff may have against
15 any of the Released Parties. Section 1542 states:

16 **A general release does not extend to claims that the creditor or releasing**
17 **party does not know or suspect to exist in his or her favor at the time of**
18 **executing the release and that, if known by him or her, would have**
19 **materially affected his or her settlement with the debtor or released party.**

20 This general release and waiver of rights under California Civil Code section 1542 shall
21 include any and all claims based on conduct or omissions that occurred at any time prior to the date
22 of entry of an order by the Court in this Action approving this Settlement.

23 **C. Plaintiff’s Counsel Payment of Attorneys’ Fees and Costs**

24 28. Plaintiff’s Counsel will apply to the Court for an award of attorneys’ fees not to exceed --
25 33% of the Total Settlement Payment, and Plaintiff’s Counsel will also seek reimbursement of
26 reasonable litigation costs (attorneys’ fees and reasonable litigation costs are referred to as “Plaintiff’s
27 Counsel Payment”). Attorneys’ fees shall not exceed 33% of the Total Settlement Payment, and costs
28 are estimated not to exceed \$20,000.00.

1 29. Defendants will not oppose or object to Plaintiff's Counsels' application for attorneys'
2 fees, not to exceed 33% of the Total Settlement Payment plus all documented and reasonable litigation
3 costs and expenses.

4 30. Plaintiff's Counsel's fees and costs payments shall be paid from the Total Settlement
5 Payment. Any reductions by the Court of Plaintiff's Counsel's request for attorneys' fees or costs shall
6 revert to the PAGA Fund.

7 **D. Settlement Administration Fees and Costs**

8 31. Settlement administration shall be done by a qualified, third-party settlement
9 administrator agreed to by the Parties and approved by the Court ("Settlement Administrator"). The
10 Parties agree that the Settlement Administrative Costs shall be paid from the Total Settlement Payment.
11 This includes all fees and costs for postage, envelopes, and computer searches to locate addresses; and
12 expenses of the Settlement Administrator to implement and complete the settlement process according to
13 the terms of this Settlement, to calculate payments to individual PAGA Settlement Members, any cost
14 associated with the escheatment process for any uncashed or undeliverable settlement checks, to prepare
15 any necessary tax documents for PAGA Settlement Members, and any other related fees and costs (the
16 "Settlement Administrative Costs").

17 32. The settlement administration fees and costs shall be paid from the Total Settlement
18 Payment. Any reductions by the Court or any unused amount shall revert to the PAGA Fund.

19 **E. PAGA Fund**

20 33. After deducting the Plaintiff's Counsel Payment, Plaintiff's Enhancement Award, and
21 Settlement Administration Costs, the remainder of the Total Settlement Payment shall be allocated
22 toward payment to the Labor & Workforce Development Agency and PAGA Settlement Members (the
23 "PAGA Fund").

24 34. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA and twenty-
25 five percent (25%) of the PAGA Fund will be allocated among the PAGA Settlement Members, based
26 on his or her proportionate share of the weeks worked during the PAGA Period.
27
28

V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND

A. Deposit of Total Settlement Payment

35. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID Number and calculate all settlement checks and withholdings (if any) required under law based on information that will be confidentially furnished by One Source. There are no payroll deductions to be calculated under this Settlement, since no part of the Settlement will be classified as wages.

36. One Source shall deposit the Total Settlement Payment with the Settlement Administrator within two (2) calendar days of the Effective Date.

B. Formula for Calculating Share of PAGA Fund

37. The portion of the PAGA Fund that is paid to each PAGA Settlement Member shall be determined based on the following formula:

- (a) The payment to PAGA Settlement Members will be based on the number of pay periods worked by each PAGA Settlement Member during the PAGA Period.
- (b) The amount to be paid per pay period worked by a PAGA Settlement Member will be calculated by dividing the value of the portion of the PAGA Fund that will be paid to PAGA Settlement Members by the total number of pay periods worked by all PAGA Settlement Members during the PAGA Period.
- (c) One Source's records shall be determinative for purposes of calculating the number of pay periods worked and any payments to PAGA Settlement Members.

C. Distribution of PAGA Fund

38. One Source shall provide the Settlement Administrator with a list of the names and addresses of the PAGA Settlement Members, to be furnished within thirty (30) days after the Court issues an Order approving the Settlement. The contact information is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the PAGA Settlement Members. This information is to be used only to carry out the Settlement

1 Administrator's duties as specified in this Settlement.

2 39. Within seven (7) days after the Total Settlement Payment is fully funded, the Settlement
3 Administrator shall pay to the LWDA an amount equivalent to seventy-five percent (75%) of the PAGA
4 Fund, or as otherwise directed by the Court.

5 40. Within seven (7) days after the Total Settlement Payment is fully funded, the Settlement
6 Administrator shall distribute to PAGA Settlement Members their individual portion of the PAGA Fund
7 (the "Individual Payment"), or as otherwise directed by the Court.

8 41. Within seven (7) days after the Total Settlement Payment is fully funded, the Settlement
9 Administrator shall distribute to the Plaintiff's Counsel their court-approved Plaintiff's Counsel Payment
10 and approved litigation costs.

11 42. The Settlement Administrator will send the Individual Payment to the PAGA Settlement
12 Members by postmarked First Class U.S. Mail, along with a letter explaining the settlement in
13 substantially the same form as Exhibit A hereto.

14 43. To provide the best notice and delivery of Individual Payments practicable, any
15 Individual Payment returned to the Settlement Administrator as non-delivered shall be sent by post-
16 marked First Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address
17 is provided for an Individual Payment that is returned as non-deliverable, the Settlement Administrator
18 shall use the best available technology accessible (e.g. skip tracing, address verification, etc.) to the
19 Settlement Administrator or other mutually agreeable method to locate PAGA Settlement Members and
20 will then mail the Individual Payment to the address identified by the best available technology
21 accessible to the Settlement Administrator or other mutually agreeable method. If no current address is
22 located, the Individual Payment for that individual will be deemed undeliverable. If any PAGA
23 Settlement Members cannot be located within two attempts at mailings by the Settlement Administrator,
24 the Individual Payment for that individual will be deemed undeliverable.

25 44. The Settlement Administrator shall maintain a list of the postmark date for the original
26 mailing of the Individual Payment to the PAGA Settlement Members, the postmark date of any
27 subsequent mailing to any PAGA Settlement Members, and a list of PAGA Settlement Members who
28 did not receive the Individual Payment due to the inability to locate a valid address using the procedures

described herein or who otherwise could not be located within two attempts at mailing.

45. All settlement checks will remain valid and negotiable for 180 days from the date of their mailing by the Settlement Administrator. After 180 days from the date of their mailing by the Settlement Administrator, any uncashed checks will be void and escheat to the California State Controller's Office in the name of the Class Member who did not cash his or her check.

46. No later than January 31 of the year following payment of their individual portion of the PAGA Fund, the Settlement Administrator will prepare and issue IRS Form 1099 to PAGA Settlement Members who received a payment.

D. Settlement Administration Payment

47. Within seven (7) days after Total Settlement Payment is fully funded, the Settlement Administrator shall deduct an amount equivalent to the Settlement Administrative Costs.

VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS

A. Claims Released by the LWDA and All PAGA Settlement Members

48. Upon the date of entry of an order by the Court in this Action approving this Settlement, and payment of all funds due under this Settlement, the LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever discharge the Released Parties from any and all Released Claims, with the exception of Plaintiff's Individual Claims. As a result of this release, the PAGA Settlement Members will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code § 2698 *et seq.*, for any violations of the Released Claims that took place during the PAGA Period.

B. Tax Treatment and Tax Indemnification

49. PAGA Settlement Members will assume any tax obligations or consequences which may arise from this Settlement. PAGA Settlement Members release any and all claims that they have or may have against Defendants for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Settlement or any compensation provided at any time by Defendants or any of the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any action against any PAGA Settlement Members for their individual share of taxes related to any payments made under this

Settlement or any compensation provided at any time by Defendants or any of the Released Parties, each PAGA Settlement Member shall be responsible for their own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the PAGA Settlement Member's share of any state or federal tax obligation. If a PAGA Settlement Member has questions about any liability to any state or federal taxing authority, they shall contact the Settlement Administrator. The PAGA Settlement Members shall not contact Defendants, any of the Released Parties, or Defense Counsel.

VII. MISCELLANEOUS PROVISIONS

A. Mutual Full Cooperation

50. Plaintiff and Defendants, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by Order of the Court, or otherwise, to effectuate this Settlement.

B. Parties' Authority

51. The signatories hereto represent that they are fully authorized to enter into this Settlement.

C. Binding Nature of the Settlement

52. This Settlement shall be binding upon, and inure to the benefit of, the successors or assigns of the Released Parties. Plaintiff represents, covenants, and warrants that she has not directly or indirectly, assigned, transferred, encumbered, any claim, demand, action, cause of action or rights released in the Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiff and the PAGA Settlement Members.

53. This Settlement may be amended or modified only by a written instrument. No rights under this Settlement may be waived except in writing.

54. This Settlement constitutes the entire agreement between Plaintiff and Defendants relating to the settlement of the PAGA cause of action alleged in this Action. All prior or contemporaneous agreements, understandings and statements, whether oral or written, whether express

1 or implied, and whether by a party or its counsel, concerning this Settlement are merged herein. No oral
2 or written representations, warranties or inducements have been made to any party concerning this
3 Settlement other than the representations, warranties and covenants contained and memorialized in such
4 documents.

5 55. Paragraph titles or captions contained herein are inserted as a matter of convenience and
6 for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its
7 provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

8 **D. Joint Drafting of Settlement Documents**

9 56. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result of a
10 series of arm's-length negotiations, taking into account all relevant factors, present and potential.

11 57. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense Counsel and,
12 therefore, in any construction or interpretation of this Settlement, the same shall not be construed against
13 any of the Parties.

14 **E. Execution of the Settlement**

15 58. This Settlement may be executed in one or more counterparts and by facsimile. All
16 executed copies of this Settlement and photocopies thereof shall have the same force and effect and shall
17 be as legally binding and enforceable as the original.

18 **F. Continuing Jurisdiction of the Court**

19 59. Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the
20 Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and
21 enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the
22 administration of the benefits of this Settlement.

23 **G. Representations by Plaintiff**

24 60. Plaintiff acknowledges the following:

- 25 (a) Plaintiff has carefully read and fully understand all of the provisions of this
26 Settlement;
27 (b) Plaintiff knowingly and voluntarily agrees to all of the terms set forth in this
28 Settlement and has not been coerced, threatened, or intimidated into executing

1 this Settlement;

2 (c) Plaintiff was advised, and hereby is advised in writing, to consider the terms of
3 this Settlement and consult with her attorneys before signing this Settlement.

4 (d) Other than the fees and costs awarded pursuant to the terms of this Settlement,
5 Plaintiff acknowledges that all parties shall bear their own fees and costs through
6 the conclusion of this action.

7 **H. Representations by Defendants**

8 61. Defendants acknowledges the following:

9 (a) Released Parties have carefully read and fully understand all of the provisions of
10 this Settlement;

11 (b) Released Parties knowingly and voluntarily agree to all of the terms set forth in
12 this Settlement and have not been coerced, threatened, or intimidated into
13 executing this Settlement;

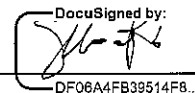
14 (c) Released Parties were advised, and hereby are advised in writing, to consider the
15 terms of this Settlement and consult with their attorney before signing this
16 Settlement.

17 (d) Other than the fees and costs awarded pursuant to the terms of this Settlement,
18 Released Parties acknowledge that all parties shall bear their own fees and costs
19 through the conclusion of this action.

20 AGREED TO BY PLAINTIFF:

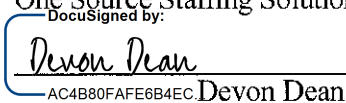
21 DATED: 12/7/2022

Sofia Rodriguez, individually and on behalf of other
aggrieved employees

DocuSigned by:

DF06A4FB39514F8...

24 AGREED TO BY DEFENDANT:

25 DATED: December 21, 2022 | 12:17 PM PST One Source Staffing Solutions, Inc.

DocuSigned by:

AC4B80FAFE6B4EC. Devon Dean

Title: President

1 AGREED TO BY DEFENDANT:

Sensient Natural Ingredients, LLC

2 DATED: 12/19/2022

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Name: *Art Meyer*

Title: *General Manager*

EXHIBIT A

-----, 2023

NOTICE OF SETTLEMENT

*Re: SOFIA RODRIGUEZ, an individual, on behalf of the State of California, as a private attorney general,
Plaintiff v. SENSIENT NATURAL INGREDIENTS, LLC; ONE SOURCE STAFFING SOLUTIONS, INC.,
Defendant, Stanislaus County Superior Court, Case No. CV-21-004381 filed on August 17, 2021 (the "Lawsuit")*

Settlement Administrator
Address
City & State
Telephone: -----

A settlement has been reached in the above-referenced lawsuit.

On -----, the Stanislaus County Superior Court issued an Order approving the settlement of claims brought pursuant to the Private Attorneys General Act of 2004 ("PAGA"). The Plaintiff alleged violations of various wage and hour laws. ONE SOURCE STAFFING SOLUTIONS, INC. ("ONE SOURCE") and SENSIENT NATURAL INGREDIENTS, LLC ("SENSIENT") deny there is any merit to Plaintiff's allegations but agreed to a settlement, in part, to safeguard your confidential information and avoid prolonged and costly litigation. Pursuant to the Court's Order, a payment of \$175,000 was approved in settlement of this lawsuit. After deducting various costs, the net PAGA Settlement is \$-----. Of this net PAGA settlement, the State of California will receive \$----- (or 75% of the net settlement amount as required by law) and eligible individuals that worked for ONE SOURCE will receive a pro rata share of \$----- (or 25% of the net PAGA settlement). The pro rata for each PAGA member share will be calculated based upon the number of pay periods he/she worked for ONE SOURCE from June 10, 2020 through <<date of approval or date pay periods exceed 19,255>> ("PAGA Pay Period")

By way of this Settlement, ONE SOURCE and SENSIENT have been released from any and all claims, demands, rights, liabilities, and/or causes of action for PAGA penalties pursuant to Labor Code section 2698 *et seq.* that were or could have been brought by Plaintiff based on the facts alleged in the lawsuit, any of the PAGA Members, or the State of California.

The enclosed check represents your share based upon the number of the number of pay periods you worked any time during the PAGA Pay Period. Your settlement amount is <<\$ Amount>>. An IRS 1099 form is enclosed. You will be solely responsible for paying federal, state, or local taxes, if any, on the amount of your check. Your enclosed check is valid for 180 days from the date of its issuance. After that date, you cannot cash the check and it will be null and void. Funds attributable to such uncashed checks will be sent to the State of California Unclaimed Property Fund in your name. **Even if you fail to cash the enclosed check, you will still be deemed to have waived all claims arising from the Lawsuit, including all claims set forth in the release of claims described above. However, nothing in this Lawsuit releases your individual claims.**

Questions:

Settlement Administrator
Address
City & State
Telephone: -----