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*Attorneys for Plaintiff, the Putative
Class and Collective, and the Aggrieved
Employees and the State of California*

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

EMMANUEL SALINAS, on behalf of himself
and the Class members,

Plaintiff,

v.

NESTLÉ PURINA PETCARE COMPANY;

Defendant.

Case No.: 1:21-cv-01140-JLT-CDB

Hon. Jennifer L. Thurston
Magistrate: Hon. Christopher D. Baker

**DECLARATION OF ORI EDELSTEIN IN
SUPPORT OF PLAINTIFF'S RENEWED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: October 1, 2024

Time: 9:00 a.m.

Ctrm.: 4, 7th Floor

Filed: July 26, 2021

Trial Date: None Yet Set

DECLARATION OF ORI EDELSTEIN

I, Ori Edelstein, hereby declare as follows:

1. I am an attorney at law duly licensed and in good standing to practice law in the courts of California (State Bar No. 268145) and am admitted to practice law before this Court, the United States District Court Eastern District of California.

2. I am a partner at the law firm of Schneider Wallace Cottrell Konecky LLP (“SWCK”). SWCK specializes in class, collective, and PAGA litigation in state and federal court.

3. I am counsel of record for Plaintiff Emmanuel Salinas and Fred Johnson on behalf of themselves and all others similarly situated (“Plaintiffs”), in the above-captioned case. I submit this declaration in support of Plaintiffs’ Renewed Motion for Preliminary Approval of Class Action Settlement. I am familiar with the file, the documents, and the history related to these cases. The following statements are based on my personal knowledge and review of the files. If called to do so, I could and would testify competently thereto.

4. A true and correct copy of the fully-executed Amendment to Class Action Settlement and Release (the “Amended Settlement Agreement” or the “Settlement”) is attached hereto as **Exhibit 1**. The redline version of the Amended Notice of Class Action and PAGA Representative Action Settlement is attached to the Amended Settlement as **Exhibit A**.

5. A true and correct clean copy of the Amended Notice of Class Action and PAGA Representative Action Settlement (“Amended Class Notice”) is attached here as **Exhibit 2**.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct and is based on my own personal knowledge.

Executed this 16th day of August, 2024, in Oakland, California.

/s/Ori Edelstein
Ori Edelstein

EXHIBIT 1

AMENDMENT TO CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Plaintiff Emmanuel Salinas and Plaintiff Fred Johnson (“Plaintiffs”), individually and on behalf of all other Settlement Class Members and Nestle Purina PetCare Company (“Defendant”), hereby enter into this further Amendment (the “Amendment”) to the Class Action Settlement Agreement and Release, as previously amended by the February 27, 2024 “Stipulation to Amend Joint Stipulation of Settlement and Release,” (the “Settlement Agreement” or “Settlement”). Plaintiffs and Defendant are collectively referred to as the “Parties.”

The Parties make the following amendments to the Settlement Agreement:

1. First Sentence:

This Joint Stipulation of Settlement and Release (the “Joint Stipulation of Settlement”) is made and entered into by and among: (a) Plaintiff Emmanuel Salinas (“Plaintiff” or “Salinas”), on behalf of himself and each member of the “Settlement Class” and on behalf of all of the “PAGA Employees” (each as defined below); and (b) Defendant Nestlé Purina PetCare Company. (“Defendant”)

Is amended to:

This Amended Joint Stipulation of Settlement and Release (the “Joint Stipulation of Settlement”) is made and entered into by and among: (a) Plaintiff Emmanuel Salinas (“Salinas”) and Fred Johnson (“Johnson”) (jointly as “Plaintiffs”), on behalf of themselves and each member of the “Settlement Class” and on behalf of all of the “PAGA Employees” (each as defined below); and (b) Defendant Nestlé Purina PetCare Company. (“Defendant”)

2. Section V Payment to Plaintiff of class representative enhancement award and to plaintiff for a general release is amended to add Plaintiff Fred Johnson and a Class Representative Enhancement Fee of \$1,500.

Specifically, the first sentence to the first paragraph is amended to read:

“Plaintiffs will apply to the District Court for approval of a class representative enhancement award for Plaintiff Salinas in the amount of not more than Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) and for Plaintiff Johnson in an amount of not more than One Thousand Five Hundred Dollars and No Cents (\$1,500.00) (“Class Representative Enhancement Fees”).”

Also, all references to Plaintiff in that Section and throughout the Settlement Agreement shall be amended to say “Plaintiffs,” thus agreeing all such terms apply to both Plaintiffs, and all references to a Class Representative Enhancement Fee or Award shall be deemed to refer to both Class Representative Enhancement Fees as defined above.

3. Sections XIII and XIV.

These Sections shall be deemed amended to include both Plaintiffs such that each such Plaintiff will be deemed to provide the general release of the Released Parties and representations set forth in that Section.

4. Section XV Procedure for Amended Complaint and Dismissal of PAGA Claims shall be amended as follows:

The first sentence to the first paragraph is amended from:

Plaintiff shall promptly prepare, and the Parties shall stipulate to Plaintiff's filing of, an amended class action and PAGA representative complaint in the Action (the "Amended Complaint").

To:

Plaintiff shall promptly prepare, and the Parties shall stipulate to the Plaintiff's filing of, a Second Amended Class Action and PAGA Complaint in the Action (the "Amended Complaint") to add Plaintiff Fred Johnson. The form of such stipulation and of the Amended Complaint must be separately agreed by the Parties.

The following language from the first paragraph is removed:

Plaintiff shall also prepare for approval of Defense Counsel a supplemental letter under Labor Code section 2699.3 describing in reasonable detail the PAGA claims to be released under this Joint Stipulation of Settlement which have not previously been described in the PAGA letter sent by Plaintiff, and in particular to include the claims identified above and the PAGA Employees who are salaried non-exempt, and after such approval Plaintiff shall send the supplemental letter to the LWDA.

This language is removed because the contemplated PAGA letter has already been sent.

5. Section IX Payments to Participating Class Members is amended as follows:

Subsection (A)(2)(a) currently stating:

- a. A preliminary pro rata share, the First Pro Rata Allocation Amount, will be calculated for each Participating Class Member as follows: (i) the number of pay periods each respective Participating Class Member worked in a Job Position during the Class Period; divided by (ii) the aggregate number of pay periods worked by all Participating Class Members in a Job Position during the Class; then multiplied by (iii) the Net Settlement Amount, and (iv) if applicable, then subtracting \$1,500. Certain Settlement Class Members signed releases solicited by Defendant in exchange for a payment of One Thousand Five Hundred Dollars and No Cents (\$1,500.00) each. For such Participating Class Member who signed such a release, step (iv) in this subparagraph (a) will be performed. If after performing step (iv) in this subparagraph (a), such a Participating Class Member has a preliminary pro rata calculation of \$0 or

less, Such Participating Class Member's First Pro Rata Allocation Amount shall be \$0.

Is amended to include the underlined portions:

- a. A preliminary pro rata share, the First Pro Rata Allocation Amount, will be calculated for each Participating Class Member as follows: (i) the number of pay periods each respective Participating Class Member worked in a Job Position during the Class Period, plus one additional pay period if the Participating Class Member is a former employee; divided by (ii) the aggregate number of pay periods worked by all Participating Class Members in a Job Position during the Class Period plus one additional pay period for each Class Member who is a former employees; then multiplied by (iii) the Net Settlement Amount, and (iv) if applicable, then subtracting \$1,500. Certain Settlement Class Members signed releases solicited by Defendant in exchange for a payment of One Thousand Five Hundred Dollars and No Cents (\$1,500.00) each. For such Participating Class Member who signed such a release, step (iv) in this subparagraph (a) will be performed. If after performing step (iv) in this subparagraph (a), such a Participating Class Member has a preliminary pro rata calculation of \$0 or less, Such Participating Class Member's First Pro Rata Allocation Amount shall be \$0.

6. Title of Section XII providing for the Release by Participating Class Members and PAGA Employees is amended as follows:

RELEASES BY PARTICIPATING CLASS MEMBERS, PARTICIPATING COLLECTIVE MEMBERS, AND PAGA EMPLOYEES

To:

RELEASE BY PARTICIPATING CLASS MEMBERS AND PAGA EMPLOYEES

7. Section XII providing for the Release by Participating Class Members and PAGA Employees is amended as follows:

Paragraph 2 reading:

Participating Class Members who cash, deposit, or otherwise negotiate checks or otherwise obtain the proceeds for their Class Member Allocation Amount shall be deemed to have opted into a collective action under the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq. ("FLSA"), and to have released each of the Released Parties from any and all claims, penalties, costs, expenses, attorneys' fees, liabilities, damages, and actions or causes of action of whatever kind or nature under the FLSA, known and unknown, which derive from any of the foregoing Released Class Claims. Checks to Participating Class Members shall include a notation that the cashing of the checks constitutes such an opt-in and effectuates these FLSA releases.

Is amended to:

As of the Effective Date, each Participating Class Member affirms that the Class Member Allocation Amount received shall be deemed sufficient to cover damages for overtime wages and minimum wages owed for all hours worked, including in an amount available pursuant to claims, penalties, liabilities, actions, and causes of action under the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq. ("FLSA"), known and unknown. Participating Class Members acknowledge that any subsequent action for the recovery of overtime wages or minimum wages would represent double recovery based on the Settlement Allocation received for the Released Class Claims.

And amended to remove the last sentence of the section:

"Participating Collective Members are additionally bound by the release they provide under the Amended Joint Stipulation of Settlement."

8. The Class Notice, Exhibit A to the Settlement Agreement, is amended as noted in the attached redlined Exhibit A.

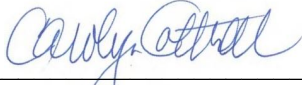
The Settlement Agreement provides that amendments may be signed by counsel. See Settlement Agreement Section XIX(3). Undersigned counsel represent that they have the permission of their respective clients to enter into the settlement. In addition, new Plaintiff Fred Johnson signs this Amendment below, and such signature confirms his agreement to be bound by the Settlement Agreement as well as this Amendment, and Class Counsel by signing below represent that they also represent Mr. Johnson.

IN WITNESS WHEREOF, Mr. Johnson, Mr. Salinas, and counsel have executed this Settlement Agreement as follows:

PLAINTIFF Fred Johnson:  Date: 08 / 14 / 2024, ~~2024~~

PLAINTIFF Emmanuel Salinas:  Date: 08 / 14 / 2024, ~~2024~~

CLASS COUNSEL:

 Date: 8/16/2024
Carolyn Hunt Cottrell
Ori Edelstein
Laurel N. Holmes
SCHNEIDER WALLACE COTTRELL KONECKY LLP

DEFENDANTS' COUNSEL:

 Date: 08/16/2024
Kevin Gaut
MITCHELL SILBERG & KNUPP LLP

EXHIBIT A

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF CALIFORNIA
BAKERSFIELD DIVISION
CASE NO. 1:21-CV-01140-JLT-CDB
Emmanuel Salinas v. Nestlé Purina Petcare Company (THE “ACTION”)

A court authorized this notice. This is not a solicitation from a lawyer.

NAME OF CLASS MEMBER OR AGGRIEVED EMPLOYEE: **[NAME HERE]**

ATTENTION: EMPLOYMENT RECORDS SHOW THAT YOU ARE OR WERE EMPLOYED IN CALIFORNIA BY NESTLE PURINA PETCARE COMPANY AT SOME TIME BETWEEN JANUARY 29, 2017 AND FEBRUARY 5, 2023 AND ARE A MEMBER OF THE BELOW-DESCRIBED SETTLEMENT OF A CLASS AND PAGA REPRESENTATIVE ACTION.

- You have been sent this Notice because there is a proposed settlement (the “Settlement”) of a class action lawsuit between Plaintiff Emmanuel Salinas (“Plaintiff”) and Defendant Nestlé Purina Petcare Company (“Defendant”), and because the records of Defendant show that you worked for Defendant in an hourly non-exempt or salaried non-exempt job in California at any time between January 29, 2017 through and including February 5, 2023.
- Because you fit this description, **you may be entitled to receive money from the Settlement in this case, as described below.**

The estimated amount you will receive from this settlement (unless you exclude yourself or “opt out,” as explained below) is **\$[amount to be inserted]** minus wage withholdings. [You will also receive an estimated \$ **[amount to be inserted]** for PAGA claims whether or not you opt out.] **[Alternatively:** You are not eligible for the additional payment described below under the PAGA.] These amounts are approximate. We set forth in Section **[REDACTED]** below more detail about how these amounts are calculated and what they mean.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
PARTICIPATE	To receive a settlement check under the Settlement, you need not take any action. If you do nothing, you will receive a settlement check from the Settlement Administrator and will give up your rights to be part of any other lawsuit involving the claims in this case, and will release all such claims as further provided in Section [REDACTED] below. By cashing your settlement check, you will also release claims under federal law, as provided in Section [REDACTED] below.
EXCLUDE YOURSELF	If you wish to be excluded from the Settlement, you may submit a Request for Exclusion to the Settlement Administrator postmarked no later than DATE. Instructions for submitting a Request for Exclusion are set forth below. If you submit a valid Request for Exclusion, you will not receive any money from the Settlement unless you are a PAGA Employee. If you are a PAGA Employee, you cannot opt out of those PAGA claims, and will be paid for and release those PAGA claims no matter what.
OBJECT	If you wish to object to the Settlement, you may submit a written Objection, and supporting papers, to the Settlement Administrator (who will send copies to the Court and counsel) postmarked no later than DATE . You may also appear in Court and explain why you object to the Settlement or use an attorney to appear for you. If you object, this does not mean you opt out of the Settlement (as explained below, if you opt out of the Settlement, you will not be permitted to object to the Settlement).

- These rights and options, and how to exercise them, are explained in more detail in this notice.
- The Court handling this case still has to decide whether to grant final approval of the Settlement. Payments will only be issued if the Court grants final approval of the Settlement and after the time for appeals has ended and any appeals are resolved, if applicable.
- Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

1. Why should I read this notice?

You have received this notice because Defendant's records show that you are a member of the Settlement Class (a "Settlement Class Member"). This notice explains your right to share in the monetary proceeds of this Settlement, exclude yourself ("opt out") of the Settlement, or object to the Settlement. If you object to the Settlement, you cannot opt out of the Settlement, and you will be bound by the terms of Settlement in the event the Court denies your objection.

The United States District Court, Eastern District of California, has preliminarily approved the Settlement as fair and reasonable. The Court will hold a hearing to decide whether to finally approve the Settlement, in Department [REDACTED] of the Bakersfield Federal Courthouse located at Bakersfield Federal Courthouse, 510 19th Street, Suite 200, Bakersfield, CA 93301, on XXX at [REDACTED]:00 a.m. The hearing may be moved to a different date and/or time without additional notice. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much Class Counsel will receive for fees and costs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

2. What is the Action about?

This lawsuit alleges, among other things that Defendant has violated various wage and hour laws, among other things, failing to provide required meal or rest periods or to pay full wage premiums for missing, short or late meal or rest periods; failing to provide timely, complete and accurate wage statements; failing to pay all regular wages, minimum wages, meal or rest period premium payments, and/or overtime wages owed; failing to timely pay all earned wages during employment and final paychecks due at the time of separation of employment; and failing to maintain proper required time records, under the California Labor Code, including under the California Labor Code Private Attorneys General Act ("PAGA"). In the Action, Plaintiff seeks on behalf of himself and other Settlement Class Members monetary relief (including damages, restitution, and penalties) and other relief. Plaintiff in particular contends that some of these violations were due to improper rounding of time sheets, problems with the time-keeping systems at Defendant, and failure to maintain records of meal periods.

Defendant vigorously denies that Plaintiff's claims have any merit and contend that they complied with all wage and hour laws. Nevertheless, Defendant decided to settle the claims to avoid the time, expense, uncertainty, and distraction of fighting them. Plaintiff and Defendant believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Settlement Class.

3. Who is in the Settlement Class and Who is A PAGA Employee?

The Settlement Class is defined as any persons who worked in any hourly non-exempt or salaried non-exempt California job position with Defendant (a "Job Position") at any time during the time period from and including January 27, 2017 through and including February 5, 2023 (the "Class Period").

The PAGA Employees are defined as any persons who worked in any Job Position during the time period from and including January 27, 2020 through and including February 5, 2023 (the "PAGA Period").

4. Why is there a settlement?

Both sides agreed to the Settlement to avoid the cost and uncertainty of further litigation. The Settlement is the result of good faith, arms' length negotiations between Plaintiff and Defendant, through their respective attorneys. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Settlement Class Members.

The Settlement does not mean that Defendant violated any law. Defendant denies all of the claims in the Action and denies that it should proceed as a class action or a representative PAGA action, and, by agreeing to this Settlement, does not admit that any of the claims have merit or could proceed as a class action or representative action without this Settlement. The Class Representative

and his lawyers believe the Settlement is fair, adequate and reasonable and in the best interests of all Settlement Class Members and PAGA Employees.

5. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a maximum Settlement Amount of \$3,000,000.00. This amount will mostly be distributed to current and former employees who meet the definitions for participating in the Settlement, but it will also be used to pay for attorneys' fees and costs awarded by the Court, any enhancement payment to Plaintiff that is awarded by the Court, the Settlement Administrator's costs, and a payment to the California Labor and Workforce Development Agency (LWDA) that is required by the PAGA.

The attorneys for Plaintiff and the Settlement Class will ask the Court to award them attorneys' fees of not more than \$1,050,000.00 and costs of not more than \$30,000.00 incurred for representing Plaintiff, the Settlement Class, and the PAGA Employees in the Action. The named Plaintiffs will ask the Court to award ~~him~~ them not more than \$7,500 for Plaintiff Salinas and \$1,500 of Plaintiff Johnson for their ~~his~~ services as the named Plaintiffs prosecuting this lawsuit on behalf of all Settlement Class Members and PAGA Employees. The Settlement Administrator costs are estimated to be \$10,050, and this payment will also come from the Settlement Amount. A payment of \$100,000 will be made from the Settlement Amount to the State of California Labor and Workforce Development Agency and to PAGA Employees for PAGA claims for alleged but contested penalties.

The remainder of the Settlement Amount after subtracting the amounts described above is the "Net Settlement Amount" that will be available to pay Settlement Class Members who are not Opt Outs and to pay their employees' share of tax and wage withholdings. The Net Settlement Amount will be distributed to Settlement Class Members who do not chose to Opt out as described in the following section.

6. If I choose to participate in the Settlement, how much can I expect to receive?

According to the records maintained by Defendant, your total estimated settlement payment will be approximately [REDACTED]. This amount is an estimated amount, and your final settlement payment is expected to differ from this amount (i.e., it could be higher or lower) and will be calculated as set forth below. All Settlement Award determinations will be based on Defendants' timekeeping, payroll, and/or other records for Settlement Class members. Based on Defendants' records, you are estimated to have worked [REDACTED] workweeks for Defendant during the Class Period and [REDACTED] workweeks for Defendant during the PAGA Period.

You do not need to do anything to be sent your settlement payment. Just watch your mail for a check and cash it when you get it. If you participate in the Settlement, you will have 180 days to cash the check. If at the conclusion of the 180-day check void period, there are any uncashed checks, those monies will be remitted to the Unclaimed Property Fund maintained by the State Controller's Office in your name, subject to the Court's approval in the Final Approval Order.

If you dispute the number of workweeks as shown on this Notice, you may produce evidence to the Settlement Administrator establishing the dates you contend to have worked for Defendant. To do so, send a letter to the Settlement Administrator explaining the basis for your dispute and attach copies of the supporting evidence. Unless you present convincing evidence proving you worked more workweeks than shown by Defendant's records, your Settlement Award will be determined based on Defendant's records. Any disputes must be postmarked by [REDACTED] and should be mailed to [REDACTED]. The Settlement Administrator will notify you of the decision on the dispute.

Payments to Settlement Class Members who do not choose to Opt Out ("Participating Class Member") will be calculated based on the number of eligible workweeks. Each such Settlement Class Member will be eligible to receive a *pro rata* share of the Net Settlement Amount, or "Class Member Allocation Amount," as follows:

- (a) A preliminary *pro rata* share, the First Pro Rata Allocation Amount, will be calculated for each Participating Class Member as follows: (i) the number of pay periods each respective Participating Class Member worked in a Job Position during the Class Period plus one additional pay period if the Participating Class Member is a former employee; divided by (ii) the aggregate number of pay periods worked by all Participating Class Members in a Job Position during the Class Period plus one additional pay period for each Participating Class Member who is a former employee; then multiplied by (iii) the Net Settlement Amount, and (iv) for Participating Class Members who signed releases solicited by Defendant in exchange for a payment of One Thousand Five Hundred Dollars and No Cents (\$1,500.00) each, then subtracting \$1,500. ... If after performing step (iv) in this subparagraph (a), such a Participating Class Member has a preliminary *pro rata* calculation of \$0 or less, such Participating Class Member's First Pro Rata Allocation Amount shall be \$0.
- (b) A second *pro rata* share, the Second Pro Rata Allocation Amount, will be calculated for each Participating Class Member as follows: (i) the number of pay periods each respective Participating Class Member worked in a Job Position during the Class Period; divided by (ii) the aggregate number of pay periods worked by all Participating Class Members in a Job Position during the Class Period; and then multiplied by (iii) the Net Settlement Amount less the total First Pro Rata Allocation Amount calculated for all Participating Class Members pursuant to subparagraph (a) above.
- (c) Each Participating Class Member shall receive a "Class Member Allocation Amount," which is the combined amounts of their calculated First Pro Rata Allocation Amount and Second Pro Rata Allocation Amount.

Each PAGA Employee, regardless of whether they choose to Opt Out as a Settlement Class Member, will receive a share of \$25,000 from the total \$100,000 amount allocated to PAGA employees. The other \$75,000 shall be paid to the State of California Labor and Workforce Development Agency as required by the PAGA. Each PAGA Employee's share of the \$25,000 shall be calculated as follows: (a) the number of pay periods each PAGA Employee worked in a Job Position during the PAGA Period; divided by (b) the aggregate number of pay periods worked by all PAGA Employees in a Job Position during the PAGA Period; and then multiplied by (c) the \$25,000. Settlement Class Members who are also PAGA Employees will receive their Individual PAGA Payments in addition to their Class Member Allocation Amount. PAGA Employees who opt out will receive only their Individual PAGA Payments.

Class Member Allocation Amounts shall be allocated 25% to wages, and 75% to interest and penalties. Where a Participating Class Member previously received \$1,500 for signing a release solicited by Defendant as described above, that payment was treated as and shall be deemed a wage payment. Accordingly, when subtracting that amount from the Class Member Allocation Amount, the \$1,500 shall be applied to reduce the wage portion of the Class Member Allocation Amount otherwise to be paid that Participating Class Member. Individual PAGA Payments shall be allocated 100% to penalties. The Settlement Administrator shall deduct the tax and other wage withholdings from the wage portion of the Class Member Allocation Amount assigned to each Settlement Class Member who is not an Opt Out. Each Settlement Class Member will receive an IRS Form W-2 to report the wage portion of the amount paid to him or her and an IRS Form 1099 for the non-wage portion.

None of the settlement payments will be eligible for benefit contributions or employee matching.

If any Settlement Class Members choose to Opt Out from the Settlement, the total amount available for payment to Settlement Class Members will not change, but Opt Outs will not be paid any amount other than their PAGA payment as a PAGA Employee, if applicable.

7. What are the releases?

If you are a Participating Class Member, you release Defendant and all related parties or any other parties who could be responsible for any “Released Class Claims,” which are defined as all claims, demands, rights, liabilities, and causes of action arising in whole or in part during the Class Period and occurring as a result of employment by Defendant, for any of the following: (a) any alleged or actual failure to provide proper, accurate, timely, adequately descriptive, or complete wage statements or pay stubs; any alleged or actual failure to timely, properly, or fully or completely pay, or any alleged or actual failure to properly calculate, any wages including but not limited to any minimum wages, regular wages, overtime premium wages, or meal or rest period premium wages; any alleged or actual failure to comply with meal or rest period requirements or requirements for recording meal or rest periods or work hours; any actual or alleged failure to timely pay all wages or compensation owed to a fired, quitting, or otherwise departing employee; or any alleged or actual failure to pay any interest or penalties owed as a result of any of the foregoing; or (b) in any manner arising out of any of the other facts or legal theories, including but not limited to alleged improper rounding of time sheets, problems with the time-keeping systems, and failure to maintain records of meal periods, alleged or asserted in: (i) the Action, including, but not limited to, claims arising under or out of any unfair competition laws as defined in California Business and Professions Code Section 17200 et seq., and claims for declaratory or injunctive relief or for monetary compensation, whether in the form of wages, damages, liquidated damages, penalties, restitution, costs, attorneys’ fees, interest, or otherwise; or (ii) Plaintiff’s letters under PAGA to the California Labor Workforce Development Agency.

Each Participating Class Member affirms that the Settlement Allocation received shall be deemed sufficient to cover damages for overtime wages and minimum wages owed for all hours worked, including in an amount available pursuant to claims, penalties, liabilities, actions, and causes of action under the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq. (“FLSA”), known and unknown. Participating Class Members acknowledge that any subsequent action for the recovery of overtime wages or minimum wages would represent double recovery based on the Settlement Allocation received for the Released Class Claims. Each Participating Class Member who cashes, deposits, or otherwise negotiates a check, or otherwise obtains the proceeds for, their

~~Class Member Allocation Amount shall be deemed to have opted into an a collective action under the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., and to have also released any and all FLSA claims which derive from any of the Released Class Claims.~~

If you are a PAGA Employee, you release Defendant and all related parties or any other parties who could be responsible for any “Released PAGA Claims,” defined as any claims, arising in whole or in part, during the PAGA Period and occurring as a result of employment by Defendant, which in any manner: (a) derive from any of the foregoing Released Class Claims; or (b) are or could have been alleged or asserted under the PAGA in: (i) the Action; or (ii) Plaintiff’s letters under PAGA the to the California Labor Workforce Development Agency.

You may later discover new or currently unknown facts about the Released Class Claims or Released PAGA Claims, but your releases of these claims will remain in effect and valid even if you later discover such new or unknown facts. The Released Class Claims and Released PAGA Claims include a release of claims of the kind described even if you do not know about them or suspect their existence. You can talk to one of the lawyers listed below for free or you can talk to your own lawyer if you have questions about the Released Class Claims or Released PAGA Claims and what they mean. You may also get the full legal text of the releases by which you will bound by calling those lawyers or the Settlement Administrator. These releases apply to you, your heirs, successors, and assigns. If you are not an Opt Out, you represent and agree that you have not assigned any Released Class Claims. If you are a PAGA Employee, you represent and agree that you have not assigned any Released PAGA Claims.

8. What Are My Rights?

- **Do nothing and wait to receive your settlement check:** You are not required to take any action to receive a check. If you do nothing, a check for your share of the settlement proceeds will be mailed to you after the Court grants “final approval” of the Settlement, and, if applicable, after time for appeals has ended and any appeals have been resolved. You are not required to cash the settlement check, but, even if you do not cash or receive your check, you still will be bound by the releases described above.
- **Opt-Out:** Any Settlement Class Member who does not wish to participate in this Settlement may exclude himself or herself from the Settlement (i.e., be an “Opt Out”) by completing and signing a Request for Exclusion and returning it by first class mail on or before [date] to:

SETTLEMENT ADMINISTRATOR

Address

Phone

Fax

E-mail

Your Request for Exclusion must include the following: (1) a statement with words to the effect that “I wish to exclude myself from the settlement reached in the matter of *Emmanuel Salinas v. Nestlé Purina Petcare Company, et al.* I understand that by excluding myself, I will not receive any money from the settlement reached in the matter other than the PAGA portion of the settlement, if I am eligible for a PAGA payment”; (2) your name, address, and the last four digits of your Social Security number; and (3) your signature. Your Request for Exclusion will not be valid if it is not timely submitted, if it is not signed, or if it does not contain the name and address of the Settlement Class Member. The date of the postmark on the return mailing envelope, the fax stamp, or the email receipt dates shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. **Any person who requests exclusion (opts out) of the settlement will not be entitled to any Settlement Award as a Settlement Class Member and will not be bound by the Settlement Agreement or have any right to object, appeal or comment thereon, except to the extent you are a PAGA Employee.** As a PAGA Employee, you will be bound by the PAGA component of the Settlement even if you request exclusion.

Settlement Class Members who fail to submit a valid and timely written Request for Exclusion shall be bound by all terms of the Settlement and any final judgment entered in the Action if the Settlement is approved by the Court.

- **Object:** If you received this Notice and wish to object to the Settlement, you must submit a written statement objecting to the Settlement by first class mail on or before [date] to the Settlement Administrator, at the address provided above in this Section. The statement must state the factual and legal grounds for your objection to the Settlement.

Your Objection must include the following: (1) your name, address, and the last four digits of your Social Security number; (2) the factual and legal grounds for your objection; and (3) your signature. Your Request for Exclusion will not be valid

if it is not timely submitted, if it is not signed, or if it does not contain the name and address of the Settlement Class Member. The date of the postmark on the return mailing envelope, the fax stamp, or the email receipt dates shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted.

If you mail a written objection, you or your attorney may also, if you wish, appear at the Final Approval Hearing to discuss your objection with the Court and the parties to the Lawsuit. Your written objection must state whether you will attend the Final Approval Hearing, and your written notice of your intention to appear at the Final Approval Hearing must be filed with the Court and served upon Class Counsel and Defendants' counsel on or before the [date]. If you are represented by an attorney, your attorney must file a notice of appearance with the Court providing the attorneys' contact information. To be heard at the Final Approval Hearing you must also not opt out of the Settlement. If you wish to object to the Settlement but fail to return your timely written objection in the manner specified above, you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Objections shall only be considered if the Settlement Class Member has not opted out of the Settlement. The failure to submit a written objection as a prerequisite to appearing in court to object to the settlement may be excused by the Court upon a showing of good cause.

9. Do I have a lawyer in this case?

The Court has preliminarily appointed the following lawyers to serve as Class Counsel for the Settlement Class. If you have any questions about the Settlement, please contact any of the attorneys listed below.

Carolyn H. Cottrell (SBN 166977), ccottrell@schneiderwallace.com
Ori Edelstein (SBN 268145), oedelstein@schneiderwallace.com
~~Michelle S. Lim~~ ~~Laurel N. Holmes~~ (SBN 3~~1569408515~~), ~~lholmesmlim~~@schneiderwallace.com
SCHNEIDER WALLACE COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
Telephone: (415) 421-7100 Facsimile: (415) 421-7105

10. How will the attorneys for the Settlement Class be paid?

Subject to court approval after motion by Class Counsel, Class Counsel will receive from the Settlement Administrator up to \$1,050,000 in attorneys' fees and up to \$30,000 in costs, but the Court may award less.

11. Can Defendant retaliate against me for participating in this Settlement?

No. Your decision as to whether or not to participate in this Settlement or lawsuit will in no way affect your work or employment with Defendant or future work or employment with Defendant. It is unlawful for Defendant to take any adverse action against you as a result of your participation in this Settlement or lawsuit. In fact, Defendant encourages you to participate in the Settlement.

12. Where can I get more information?

If you have any questions about this Notice, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Settlement Class, you should contact Class Counsel, as provided in Section 9 above.

This Notice is only a summary. For the precise terms and conditions of the Settlement, please contact Class Counsel toll-free at (800) 689-0024, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.caed.uscourts.gov>, or by visiting the office of the Clerk of the Court for the Sacramento Courthouse of the United States District Court, Eastern District of California at 501 I Street, Room 4-200, Sacramento, CA 95814, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR NESTLÉ PURINA PETCARE COMPANY, FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.

EXHIBIT 2

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF CALIFORNIA
BAKERSFIELD DIVISION

CASE NO. 1:21-CV-01140-JLT-CDB

Emmanuel Salinas v. Nestlé Purina Petcare Company (THE “ACTION”)

A court authorized this notice. This is not a solicitation from a lawyer.

NAME OF CLASS MEMBER OR AGGRIEVED EMPLOYEE: **[NAME HERE]**

ATTENTION: EMPLOYMENT RECORDS SHOW THAT YOU ARE OR WERE EMPLOYED IN CALIFORNIA BY NESTLE PURINA PETCARE COMPANY AT SOME TIME BETWEEN JANUARY 29, 2017 AND FEBRUARY 5, 2023 AND ARE A MEMBER OF THE BELOW-DESCRIBED SETTLEMENT OF A CLASS AND PAGA REPRESENTATIVE ACTION.

- You have been sent this Notice because there is a proposed settlement (the “Settlement”) of a class action lawsuit between Plaintiff Emmanuel Salinas (“Plaintiff”) and Defendant Nestlé Purina Petcare Company (“Defendant”), and because the records of Defendant show that you worked for Defendant in an hourly non-exempt or salaried non-exempt job in California at any time between January 29, 2017 through and including February 5, 2023.
- Because you fit this description, **you may be entitled to receive money from the Settlement in this case, as described below.**

The estimated amount you will receive from this settlement (unless you exclude yourself or “opt out,” as explained below) is **\$[amount to be inserted]** minus wage withholdings. [You will also receive an estimated \$ **[amount to be inserted]** for PAGA claims whether or not you opt out.] **[Alternatively: You are not eligible for the additional payment described below under the PAGA.]** These amounts are approximate. We set forth in Section **[REDACTED]** below more detail about how these amounts are calculated and what they mean.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
PARTICIPATE	To receive a settlement check under the Settlement, you need not take any action. If you do nothing, you will receive a settlement check from the Settlement Administrator and will give up your rights to be part of any other lawsuit involving the claims in this case, and will release all such claims as further provided in Section [REDACTED] below.
EXCLUDE YOURSELF	If you wish to be excluded from the Settlement, you may submit a Request for Exclusion to the Settlement Administrator postmarked no later than DATE. Instructions for submitting a Request for Exclusion are set forth below. If you submit a valid Request for Exclusion, you will not receive any money from the Settlement unless you are a PAGA Employee. If you are a PAGA Employee, you cannot opt out of those PAGA claims, and will be paid for and release those PAGA claims no matter what.
OBJECT	If you wish to object to the Settlement, you may submit a written Objection, and supporting papers, to the Settlement Administrator (who will send copies to the Court and counsel) postmarked no later than DATE . You may also appear in Court and explain why you object to the Settlement or use an attorney to appear for you. If you object, this does not mean you opt out of the Settlement (as explained below, if you opt out of the Settlement, you will not be permitted to object to the Settlement).

- These rights and options, and how to exercise them, are explained in more detail in this notice.
- The Court handling this case still has to decide whether to grant final approval of the Settlement. Payments will only be issued if the Court grants final approval of the Settlement and after the time for appeals has ended and any appeals are resolved, if applicable.
- Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

1. Why should I read this notice?

You have received this notice because Defendant's records show that you are a member of the Settlement Class (a "Settlement Class Member"). This notice explains your right to share in the monetary proceeds of this Settlement, exclude yourself ("opt out") of the Settlement, or object to the Settlement. If you object to the Settlement, you cannot opt out of the Settlement, and you will be bound by the terms of Settlement in the event the Court denies your objection.

The United States District Court, Eastern District of California, has preliminarily approved the Settlement as fair and reasonable. The Court will hold a hearing to decide whether to finally approve the Settlement, in Department [REDACTED] of the Bakersfield Federal Courthouse located at Bakersfield Federal Courthouse, 510 19th Street, Suite 200, Bakersfield, CA 93301, on XXX at [REDACTED]:00 a.m. The hearing may be moved to a different date and/or time without additional notice. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much Class Counsel will receive for fees and costs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

2. What is the Action about?

This lawsuit alleges, among other things that Defendant has violated various wage and hour laws, among other things, failing to provide required meal or rest periods or to pay full wage premiums for missing, short or late meal or rest periods; failing to provide timely, complete and accurate wage statements; failing to pay all regular wages, minimum wages, meal or rest period premium payments, and/or overtime wages owed; failing to timely pay all earned wages during employment and final paychecks due at the time of separation of employment; and failing to maintain proper required time records, under the California Labor Code, including under the California Labor Code Private Attorneys General Act ("PAGA"). In the Action, Plaintiff seeks on behalf of himself and other Settlement Class Members monetary relief (including damages, restitution, and penalties) and other relief. Plaintiff in particular contends that some of these violations were due to improper rounding of time sheets, problems with the time-keeping systems at Defendant, and failure to maintain records of meal periods.

Defendant vigorously denies that Plaintiff's claims have any merit and contend that they complied with all wage and hour laws. Nevertheless, Defendant decided to settle the claims to avoid the time, expense, uncertainty, and distraction of fighting them. Plaintiff and Defendant believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Settlement Class.

3. Who is in the Settlement Class and Who is A PAGA Employee?

The Settlement Class is defined as any persons who worked in any hourly non-exempt or salaried non-exempt California job position with Defendant (a "Job Position") at any time during the time period from and including January 27, 2017 through and including February 5, 2023 (the "Class Period").

The PAGA Employees are defined as any persons who worked in any Job Position during the time period from and including January 27, 2020 through and including February 5, 2023 (the "PAGA Period").

4. Why is there a settlement?

Both sides agreed to the Settlement to avoid the cost and uncertainty of further litigation. The Settlement is the result of good faith, arms' length negotiations between Plaintiff and Defendant, through their respective attorneys. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Settlement Class Members.

The Settlement does not mean that Defendant violated any law. Defendant denies all of the claims in the Action and denies that it should proceed as a class action or a representative PAGA action, and, by agreeing to this Settlement, does not admit that any of the claims have merit or could proceed as a class action or representative action without this Settlement. The Class Representative and his lawyers believe the Settlement is fair, adequate and reasonable and in the best interests of all Settlement Class Members and PAGA Employees.

5. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a maximum Settlement Amount of \$3,000,000.00. This amount will mostly be distributed to current and former employees who meet the definitions for participating in the Settlement, but it will also be used to pay for attorneys' fees and costs awarded by the Court, any enhancement payment to Plaintiff that is awarded by the

Court, the Settlement Administrator's costs, and a payment to the California Labor and Workforce Development Agency (LWDA) that is required by the PAGA.

The attorneys for Plaintiff and the Settlement Class will ask the Court to award them attorneys' fees of not more than \$1,050,000.00 and costs of not more than \$30,000.00 incurred for representing Plaintiff, the Settlement Class, and the PAGA Employees in the Action. The named Plaintiffs will ask the Court to award them not more than \$7,500 for Plaintiff Salinas and \$1,500 of Plaintiff Johnson for their services as the named Plaintiffs prosecuting this lawsuit on behalf of all Settlement Class Members and PAGA Employees. The Settlement Administrator costs are estimated to be \$10,050, and this payment will also come from the Settlement Amount. A payment of \$100,000 will be made from the Settlement Amount to the State of California Labor and Workforce Development Agency and to PAGA Employees for PAGA claims for alleged but contested penalties.

The remainder of the Settlement Amount after subtracting the amounts described above is the "Net Settlement Amount" that will be available to pay Settlement Class Members who are not Opt Outs and to pay their employees' share of tax and wage withholdings. The Net Settlement Amount will be distributed to Settlement Class Members who do not chose to Opt out as described in the following section.

6. If I choose to participate in the Settlement, how much can I expect to receive?

According to the records maintained by Defendant, your total estimated settlement payment will be approximately [REDACTED]. This amount is an estimated amount, and your final settlement payment is expected to differ from this amount (i.e., it could be higher or lower) and will be calculated as set forth below. All Settlement Award determinations will be based on Defendants' timekeeping, payroll, and/or other records for Settlement Class members. Based on Defendants' records, you are estimated to have worked [REDACTED] workweeks for Defendant during the Class Period and [REDACTED] workweeks for Defendant during the PAGA Period.

You do not need to do anything to be sent your settlement payment. Just watch your mail for a check and cash it when you get it. If you participate in the Settlement, you will have 180 days to cash the check. If at the conclusion of the 180-day check void period, there are any uncashed checks, those monies will be remitted to the Unclaimed Property Fund maintained by the State Controller's Office in your name, subject to the Court's approval in the Final Approval Order.

If you dispute the number of workweeks as shown on this Notice, you may produce evidence to the Settlement Administrator establishing the dates you contend to have worked for Defendant. To do so, send a letter to the Settlement Administrator explaining the basis for your dispute and attach copies of the supporting evidence. Unless you present convincing evidence proving you worked more workweeks than shown by Defendant's records, your Settlement Award will be determined based on Defendant's records. Any disputes must be postmarked by [REDACTED] and should be mailed to [REDACTED]. The Settlement Administrator will notify you of the decision on the dispute.

Payments to Settlement Class Members who do not choose to Opt Out ("Participating Class Member") will be calculated based on the number of eligible workweeks. Each such Settlement Class Member will be eligible to receive a *pro rata* share of the Net Settlement Amount, or "Class Member Allocation Amount," as follows:

- (a) A preliminary *pro rata* share, the First Pro Rata Allocation Amount, will be calculated for each Participating Class Member as follows: (i) the number of pay periods each respective Participating Class Member worked in a Job Position during the Class Period plus one additional pay period if the Participating Class Member is a former employee; divided by (ii) the aggregate number of pay periods worked by all Participating Class Members in a Job Position during the Class Period plus one additional pay period for each Participating Class Member who is a former employee; then multiplied by (iii) the Net Settlement Amount, and (iv) for Participating Class Members who signed releases solicited by Defendant in exchange for a payment of One Thousand Five Hundred Dollars and No Cents (\$1,500.00) each, then subtracting \$1,500. .. If after performing step (iv) in this subparagraph (a), such a Participating Class Member has a preliminary *pro rata* calculation of \$0 or less, such Participating Class Member's First Pro Rata Allocation Amount shall be \$0.
- (b) A second *pro rata* share, the Second Pro Rata Allocation Amount, will be calculated for each Participating Class Member as follows: (i) the number of pay periods each respective Participating Class Member worked in a Job Position during the Class Period; divided by (ii) the aggregate number of pay periods worked by all Participating Class Members in a Job Position during the Class Period; and then multiplied by (iii) the Net Settlement Amount less the total First Pro Rata Allocation Amount calculated for all Participating Class Members pursuant to subparagraph (a) above.
- (c) Each Participating Class Member shall receive a "Class Member Allocation Amount," which is the combined amounts of their calculated First Pro Rata Allocation Amount and Second Pro Rata Allocation Amount.

Each PAGA Employee, regardless of whether they choose to Opt Out as a Settlement Class Member, will receive a share of \$25,000 from the total \$100,000 amount allocated to PAGA employees. The other \$75,000 shall be paid to the State of California Labor

and Workforce Development Agency as required by the PAGA. Each PAGA Employee's share of the \$25,000 shall be calculated as follows: (a) the number of pay periods each PAGA Employee worked in a Job Position during the PAGA Period; divided by (b) the aggregate number of pay periods worked by all PAGA Employees in a Job Position during the PAGA Period; and then multiplied by (c) the \$25,000. Settlement Class Members who are also PAGA Employees will receive their Individual PAGA Payments in addition to their Class Member Allocation Amount. PAGA Employees who opt out will receive only their Individual PAGA Payments.

Class Member Allocation Amounts shall be allocated 25% to wages, and 75% to interest and penalties. Where a Participating Class Member previously received \$1,500 for signing a release solicited by Defendant as described above, that payment was treated as and shall be deemed a wage payment. Accordingly, when subtracting that amount from the Class Member Allocation Amount, the \$1,500 shall be applied to reduce the wage portion of the Class Member Allocation Amount otherwise to be paid that Participating Class Member. Individual PAGA Payments shall be allocated 100% to penalties. The Settlement Administrator shall deduct the tax and other wage withholdings from the wage portion of the Class Member Allocation Amount assigned to each Settlement Class Member who is not an Opt Out. Each Settlement Class Member will receive an IRS Form W-2 to report the wage portion of the amount paid to him or her and an IRS Form 1099 for the non-wage portion.

None of the settlement payments will be eligible for benefit contributions or employee matching.

If any Settlement Class Members choose to Opt Out from the Settlement, the total amount available for payment to Settlement Class Members will not change, but Opt Outs will not be paid any amount other than their PAGA payment as a PAGA Employee, if applicable.

7. What are the releases?

If you are a Participating Class Member, you release Defendant and all related parties or any other parties who could be responsible for any "Released Class Claims," which are defined as all claims, demands, rights, liabilities, and causes of action arising in whole or in part during the Class Period and occurring as a result of employment by Defendant, for any of the following: (a) any alleged or actual failure to provide proper, accurate, timely, adequately descriptive, or complete wage statements or pay stubs; any alleged or actual failure to timely, properly, or fully or completely pay, or any alleged or actual failure to properly calculate, any wages including but not limited to any minimum wages, regular wages, overtime premium wages, or meal or rest period premium wages; any alleged or actual failure to comply with meal or rest period requirements or requirements for recording meal or rest periods or work hours; any actual or alleged failure to timely pay all wages or compensation owed to a fired, quitting, or otherwise departing employee; or any alleged or actual failure to pay any interest or penalties owed as a result of any of the foregoing; or (b) in any manner arising out of any of the other facts or legal theories, including but not limited to alleged improper rounding of time sheets, problems with the time-keeping systems, and failure to maintain records of meal periods, alleged or asserted in: (i) the Action, including, but not limited to, claims arising under or out of any unfair competition laws as defined in California Business and Professions Code Section 17200 et seq., and claims for declaratory or injunctive relief or for monetary compensation, whether in the form of wages, damages, liquidated damages, penalties, restitution, costs, attorneys' fees, interest, or otherwise; or (ii) Plaintiff's letters under PAGA to the California Labor Workforce Development Agency.

Each Participating Class Member affirms that the Settlement Allocation received shall be deemed sufficient to cover damages for overtime wages and minimum wages owed for all hours worked, including in an amount available pursuant to claims, penalties, liabilities, actions, and causes of action under the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq. ("FLSA"), known and unknown. Participating Class Members acknowledge that any subsequent action for the recovery of overtime wages or minimum wages would represent double recovery based on the Settlement Allocation received for the Released Class Claims.

If you are a PAGA Employee, you release Defendant and all related parties or any other parties who could be responsible for any "Released PAGA Claims," defined as any claims, arising in whole or in part, during the PAGA Period and occurring as a result of employment by Defendant, which in any manner: (a) derive from any of the foregoing Released Class Claims; or (b) are or could have been alleged or asserted under the PAGA in: (i) the Action; or (ii) Plaintiff's letters under PAGA to the California Labor Workforce Development Agency.

You may later discover new or currently unknown facts about the Released Class Claims or Released PAGA Claims, but your releases of these claims will remain in effect and valid even if you later discover such new or unknown facts. The Released Class Claims and Released PAGA Claims include a release of claims of the kind described even if you do not know about them or suspect their existence. You can talk to one of the lawyers listed below for free or you can talk to your own lawyer if you have questions about the Released Class Claims or Released PAGA Claims and what they mean. You may also get the full legal text of the releases by which you will be bound by calling those lawyers or the Settlement Administrator. These releases apply to you, your heirs, successors, and assigns. If you are not an Opt Out, you represent and agree that you have not assigned any Released Class Claims. If you are a PAGA Employee, you represent and agree that you have not assigned any Released PAGA Claims.

8. What Are My Rights?

- **Do nothing and wait to receive your settlement check:** You are not required to take any action to receive a check. If you do nothing, a check for your share of the settlement proceeds will be mailed to you after the Court grants “final approval” of the Settlement, and, if applicable, after time for appeals has ended and any appeals have been resolved. You are not required to cash the settlement check, but, even if you do not cash or receive your check, you still will be bound by the releases described above.
- **Opt-Out:** Any Settlement Class Member who does not wish to participate in this Settlement may exclude himself or herself from the Settlement (i.e., be an “Opt Out”) by completing and signing a Request for Exclusion and returning it by first class mail on or before [date] to:

SETTLEMENT ADMINISTRATOR**Address****Phone****Fax****E-mail**

Your Request for Exclusion must include the following: (1) a statement with words to the effect that “I wish to exclude myself from the settlement reached in the matter of *Emmanuel Salinas v. Nestlé Purina Petcare Company, et al.* I understand that by excluding myself, I will not receive any money from the settlement reached in the matter other than the PAGA portion of the settlement, if I am eligible for a PAGA payment”; (2) your name, address, and the last four digits of your Social Security number; and (3) your signature. Your Request for Exclusion will not be valid if it is not timely submitted, if it is not signed, or if it does not contain the name and address of the Settlement Class Member. The date of the postmark on the return mailing envelope, the fax stamp, or the email receipt dates shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. **Any person who requests exclusion (opts out) of the settlement will not be entitled to any Settlement Award as a Settlement Class Member and will not be bound by the Settlement Agreement or have any right to object, appeal or comment thereon, except to the extent you are a PAGA Employee.** As a PAGA Employee, you will be bound by the PAGA component of the Settlement even if you request exclusion.

Settlement Class Members who fail to submit a valid and timely written Request for Exclusion shall be bound by all terms of the Settlement and any final judgment entered in the Action if the Settlement is approved by the Court.

- **Object:** If you received this Notice and wish to object to the Settlement, you must submit a written statement objecting to the Settlement by first class mail on or before [date] to the Settlement Administrator, at the address provided above in this Section. The statement must state the factual and legal grounds for your objection to the Settlement.

Your Objection must include the following: (1) your name, address, and the last four digits of your Social Security number; (2) the factual and legal grounds for your objection; and (3) your signature. Your Request for Exclusion will not be valid if it is not timely submitted, if it is not signed, or if it does not contain the name and address of the Settlement Class Member. The date of the postmark on the return mailing envelope, the fax stamp, or the email receipt dates shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted.

If you mail a written objection, you or your attorney may also, if you wish, appear at the Final Approval Hearing to discuss your objection with the Court and the parties to the Lawsuit. Your written objection must state whether you will attend the Final Approval Hearing, and your written notice of your intention to appear at the Final Approval Hearing must be filed with the Court and served upon Class Counsel and Defendants’ counsel on or before the [date]. If you are represented by an attorney, your attorney must file a notice of appearance with the Court providing the attorneys’ contact information. To be heard at the Final Approval Hearing you must also not opt out of the Settlement. If you wish to object to the Settlement but fail to return your timely written objection in the manner specified above, you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Objections shall only be considered if the Settlement Class Member has not opted out of the Settlement. The failure to submit a written objection as a prerequisite to appearing in court to object to the settlement may be excused by the Court upon a showing of good cause.

9. Do I have a lawyer in this case?

The Court has preliminarily appointed the following lawyers to serve as Class Counsel for the Settlement Class. If you have any questions about the Settlement, please contact any of the attorneys listed below.

Carolyn H. Cottrell (SBN 166977), ccottrell@schneiderwallace.com
Ori Edelstein (SBN 268145), oedelstein@schneiderwallace.com
Laurel N. Holmes (SBN 308515), lholmes@schneiderwallace.com
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No. Your decision as to whether or not to participate in this Settlement or lawsuit will in no way affect your work or employment with Defendant or future work or employment with Defendant. It is unlawful for Defendant to take any adverse action against you as a result of your participation in this Settlement or lawsuit. In fact, Defendant encourages you to participate in the Settlement.

12. Where can I get more information?

If you have any questions about this Notice, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Settlement Class, you should contact Class Counsel, as provided in Section 9 above.

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PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR NESTLÉ PURINA PETCARE COMPANY, FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.