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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

CHRISTOPHER RODRIGUEZ, individually,
and on behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

ARKEMA INC., an unknown business entity;
BOSTIK, INC., an unknown business entity;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: BC721328

Honorable Maren E. Nelson
Department SSC17

CLASS ACTION

**DECLARATION OF ALEXANDRA ROSE
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Christopher
Rodriguez); and [Proposed] Order filed
concurrently herewith]

Date: June 20, 2022
Time: 9:00 a.m.
Department: SSC17

Complaint Filed: September 17, 2018
FAC Filed: October 31, 2018
SAC Filed: December 26, 2018
TAC Filed: August 25, 2020
FAC Filed: July 9, 2021
FAC Filed: January 4, 2022
Trial Date: None Set

DECLARATION OF ALEXANDRA ROSE

I, Alexandra Rose, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Christopher Rodriguez (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA

1 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
2 From approximately September 2002 to approximately December 2002, he served as a Judicial
3 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
4 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
5 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
6 Appellate District. In December of 2004, he obtained a license to practice law from the California
7 State Bar. From approximately December 2004 to approximately August 2008, he was employed
8 by Girardi & Keese. At Girardi & Keese, his practice focused on class actions and other complex
9 cases involving toxic torts and products liability. In addition, he gained substantial experience on
10 cases involving insurance bad faith, premises liability, and medical negligence. While employed
11 by Girardi & Keese, he argued approximately one hundred (100) motions, took or defended
12 approximately one hundred fifty (150) depositions, and prepared dozens of expert witnesses for
13 deposition or trial. Since in or around October of 2008, through his work at Lawyers *for* Justice,
14 PC, he has almost exclusively focused on the prosecution of consumer and employment class
15 actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
16 consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred
17 (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of
18 expert witnesses for deposition or trial, and attended over one hundred seventy-five (175)
19 mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-
20 counsel, he has successfully litigated cases involving the executive, administrative, and other
21 overtime exemptions to the State of California and federal overtime compensation requirements.
22 Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
23 contested motion practice in approximately fifteen (15) cases in the last decade, and litigated over
24 1,000 class action or representative action cases.

25 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
26 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
27 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
28 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the

1 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
2 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
3 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
4 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
5 of the State of California and all United States District Courts in the State of California. He has
6 worked on many wage-and-hour class action and representative action cases, taking the lead in
7 taking and defending depositions, arguing motions, and attending mediations. He has played an
8 integral role in preparing matters for class certification, including and not limited to, successful
9 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
10 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
11 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
12 RG13680477). Under his and Edwin Aiwazian's supervision, dozens of class action or
13 representative cases have resulted in settlements that have been granted court approval, including
14 and not limited to, those listed in paragraph 7 herein. He has worked on over one hundred (100)
15 class action or representative action cases which have resulted in settlement.

16 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
17 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
18 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
19 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
20 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
21 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
22 Court. She has taken and defended dozens of depositions and successfully handled motion practice
23 in class action cases regarding discovery (including and not limited to, regarding class contact
24 information), class certification (both contested class certification and stipulated class
25 certification), arbitration agreements, coordination, and intervention. She has successfully
26 handled briefing and oral argument on appeal and obtained notable decisions regarding the Private
27 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
28 *Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),

cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also has extensive experience with class action and/or representative action settlements. Under her, Edwin Aiwarzian, and Arby Aiwarzian’s supervision, the firm has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association.

6. I am a Member of Lawyers for Justice, PC. I received my Bachelors degree from University of California, Los Angeles in 2016 and earned my Juris Doctor degree from New England Law | Boston in 2019. I was admitted to practice law in California in 2019. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers for Justice, PC, I represented music artists and influencers, negotiating and structuring various types of agreements on their behalf.

**EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND
REPRESENTATIVE ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers for Justice, PC (“LFJ”) has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court

Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC430918.

d) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer involving allegations of misclassification of the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class certification. On August 26, 2013, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC424012.

e) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a bank, involving allegations of misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court granted final approval of the class and PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-273194-LHB.

f) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national wholesale distributor of plumbing and builder supplies, involving allegations of misclassification of multiple salaried “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

g) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class action against a multinational corporation that provides global workplace solutions, involving allegations of misclassification of the “Operations Manager” position. On September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles County Superior Court Case Number is BC478769.

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h) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national retailer of household items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CGC-13-532344.

i) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA action involving allegations of misclassification of the salaried residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC474784.

j) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of upscale hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination Proceeding Number is 4794.

k) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

l) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel, accessories, and home products, involving allegations of misclassification of the “Department Manager” position. On August 12, 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On August 6, 2019, the court granted final approval of the class action settlement. The Alameda County Superior Court Case Number is RG13680477.

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1 m) LFJ represented the plaintiff in a PAGA representative action against a real
2 estate and property management company, on behalf of non-exempt employees. On November 4,
3 2016, the court granted approval of the PAGA representative action settlement. The Orange
4 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

5 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
6 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
7 exempt employees. On November 18, 2016, the court granted final approval of the class and
8 PAGA representative action settlement. The San Francisco County Superior Court Case Number
9 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

10 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
11 representative action against a foodservice distributor, on behalf of non-exempt employees. On
12 January 26, 2017, the court granted final approval of the class and PAGA representative action
13 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

14 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
15 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
16 employer's motion to compel arbitration, which resulted in a published opinion by the California
17 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
18 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
19 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
20 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

21 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class and PAGA representative action against a consumer packaging company, on
23 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
24 and PAGA representative action settlement. The Los Angeles County Superior Court Case
25 Number is BC590429.

26 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class and PAGA representative action against a manufacturer of food service
28 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final

1 approval of the class and PAGA representative action settlement. The Orange County Superior
2 Court Case Number is 30-2015-00810013-CU-OE-CXC.

3 s) LFJ in association with co-counsel, represented the plaintiffs in a wage-and-
4 hour class and PAGA representative action against a lumber and hardware company on behalf of
5 non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA
6 representative action settlement. The Orange County Superior Court Case Number is 30-2014-
7 00747750-CU-OE-CXC.

8 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
9 representative action against a property management company, on behalf of non-exempt
10 employees. On June 14, 2017, the court granted final approval of the class and PAGA
11 representative action settlement. The Los Angeles County Superior Court Case Number is
12 BC586234.

13 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
14 representative action against a food company on behalf of non-exempt employees. On June 30,
15 2017, the court granted final approval of the class and PAGA representative action settlement. The
16 Sacramento County Superior Court Case Number is 34-2015-00175871.

17 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
18 representative action against a chocolate company on behalf of non-exempt employees. On July
19 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
20 The Alameda County Superior Court Case Number is RG15764300.

21 w) LFJ represented the plaintiff in a PAGA representative action, against the
22 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
23 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
24 Los Angeles County Superior Court Case Number is BC569664.

25 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
26 representative action against a manufacturer of plastic containers on behalf of non-exempt
27 employees. On October 31, 2017, the court granted final approval of the class and PAGA
28 representative action settlement. The Los Angeles County Superior Court Case Number is

1 BC577233.

2 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
3 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
4 employees. On December 11, 2017, the court entered an order granting final approval of the class
5 and PAGA representative action settlement. The Los Angeles County Superior Court Case
6 Number is BC569646.

7 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a property management company
9 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an
10 order granting final approval of the class and PAGA representative action settlement. The Los
11 Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council Coordination
12 Proceeding Number is 4819.

13 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class and PAGA representative action against a global provider of flexible office
15 space solutions. On February 15, 2018, the court entered an order granting final approval of the
16 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
17 Number is BC498401.

18 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
19 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
20 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
21 County Superior Court Case Number is VCU264528.

22 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
23 representative action against a behavioral health service provider on behalf of non-exempt
24 employees. On November 13, 2018, the court granted final approval of the class and PAGA
25 representative action settlement. The Alameda County Superior Court Case Number is
26 RG16811450.

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1 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 PAGA representative action against a global provider of products and services to the energy
3 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
4 granted approval of the PAGA representative action settlement. The Kern County Superior Court
5 Case Number is S-1500-CV-280215-SDC.

6 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
7 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
8 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
9 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
10 Council Coordination Proceeding Number is 4886.

11 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
12 wage-and-hour class and representative action against a bank on behalf of non-exempt employees.
13 On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and
14 certified a class. The Alameda County Superior Court Case Number is RG15757606 and the
15 Judicial Council Coordination Proceeding Number is 4921.

16 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
17 wage-and-hour class and PAGA representative action against a national retailer of apparel and
18 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
19 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
20 court granted final approval of the class and PAGA representative action settlement. The
21 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

22 hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
23 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
24 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
25 notable decision from the California Supreme Court clarifying the law and finding, in part, that
26 employer arbitration agreements are unenforceable where they block a PAGA claim from
27 proceeding, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court
28 granted approval of the PAGA representative action settlement. The San Diego County Superior

1 Court Case Number is 34-2015-00175330.

2 ii) LFJ, in association with co-counsel therein, represents the plaintiff in a
3 wage-and-hour class and PAGA representative action against a medical equipment supplier on
4 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
5 for class certification and certified a class. The San Bernardino County Superior Court Case
6 Number is CIVDS1505744.

7 jj) LFJ, in association with co-counsel therein, represents the plaintiff in a
8 wage-and-hour class and PAGA representative action against a large national drug testing
9 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
10 plaintiff's motion for class certification and certified a class. The San Diego County Superior
11 Court Case Number is 37-2018-00019611-CU-OE-CTL.

12 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
14 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
15 court granted in part the plaintiff's motion for class certification and certified a class. The
16 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
17 Judicial Council Coordination Proceeding Number is 4930.

18 ll) LFJ, in association with co-counsel therein, represents the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a plastic packaging company on
20 behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion
21 for class certification and certified a class. On November 8, 2021, the court granted approval of
22 the partial settlement of the action. The San Bernardino County Superior Court Case Number is
23 CIVDS1507361.

24 mm) LFJ, in association with co-counsel therein, represents the plaintiffs in a
25 wage-and-hour class action against manufacturer and supplier of power products and services on
26 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
27 for class certification and certified a class. The San Diego County Superior Court Case Number is
28 37-2015-00025968-CU-OE-CTL.

1 nn) LFJ represents the plaintiff in a wage-and-hour class action against a
2 nutritional products manufacturer on behalf of non-exempt production line employees. On
3 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
4 certified a class. The Solano County Superior Court Case Number is FCS051001.

5 oo) LFJ represents the plaintiff in a wage-and-hour class action against an iconic
6 lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022,
7 the court granted the plaintiff's motion for class certification in part and certified a class. The San
8 Francisco Superior Court Case Number is CGC-16-550794.

9 **BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT**

10 8. Marked and attached hereto as "**EXHIBIT 1**" is the Joint Stipulation of Class Action
11 and PAGA Settlement and Release of Claims ("Settlement," "Agreement," or "Settlement
12 Agreement") entered into by and between Plaintiff, on the one hand, and Defendants Arkema Inc.
13 and Bostik, Inc. ("Defendants"), on the other hand (collectively, the "Parties"). The Parties and
14 their counsel have approved the proposed Notice of Pendency of Class Action Settlement and
15 Final Approval Hearing Date ("Class Notice"), which is attached to the Settlement Agreement as
16 "Exhibit A" and respectfully request that the Court approve it as well.

17 9. Based on information provided by Defendants, the Settlement Class is estimated to
18 consist of approximately one hundred thirty (130) individuals.

19 10. The effectiveness of Lawyers for Justice, PC ("Plaintiff's Counsel" or "Class
20 Counsel") in prosecuting this matter has translated into tangible monetary benefits in the following
21 respects: (1) Settlement Class Members and the State of California recover over a reasonably short
22 period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a
23 guaranteed result that compares favorably with other complex wage and hour class and/or
24 representative action settlements of similar type given the strengths and weaknesses of the case;
25 and (3) significant savings in attorneys' fees and/or costs that would have only increased
26 significantly had the case progressed through certification, trial, and/or appeals.

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11. Plaintiff's Counsel has litigated the case for over three (3) years and was actively preparing the matter for class certification and trial. The Parties have engaged in extensive settlement negotiations. The Parties scheduled and prepared for mediation multiple times, however, the date on which the mediation was to be conducted had to be re-scheduled several times to allow the Parties to confer about and exchange adequate information, e.g., regarding Defendants' contention of separate ownership and operation of the facilities. Ultimately, the Parties participated in a formal, full-day mediation on August 2, 2021, conducted by Jeffrey Krivis, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. Prior to and during the mediation and settlement discussions, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, meal and rest periods, PAGA representative actions, and wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendants and their counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiff and Plaintiff's Counsel believed that they would be able to obtain class certification and prevail at trial. After conducting investigations, formal and informal discovery, and exchange of information, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiff and Participating Class Members, and of the Released PAGA Claims of the State of California and PAGA Members.

12. The Parties used the pre-mediation time to investigate the veracity, strength, and scope of the claims, and Plaintiff's Counsel was preparing the action for class certification and trial. Prior to engaging in mediation, Plaintiff conducted significant investigation and formal and

1 informal discovery regarding the facts of the case, including and not limited to, the exchange,
2 review, and analysis of thousands of pages of documents and data obtained from Defendants,
3 Plaintiff, and other sources. Plaintiff's Counsel propounded multiple sets of formal written
4 discovery requests onto Defendant Arkema Inc. (specifically, Requests for Production of
5 Documents (Set One), Special Interrogatories (Sets One and Two), and Form Interrogatories-
6 General (Set One)) and noticed the depositions of Defendant Arkema Inc.'s Person Most
7 Knowledgeable designees. The volume of data and documents that Plaintiff's Counsel reviewed
8 and analyzed included and was not limited to: Plaintiff's employment records, a detailed sampling
9 of Settlement Class Members' time and pay data, Defendant Bostik, Inc.'s alternative workweek
10 election letter, multiple iterations of Defendant Bostik, Inc's Employee Handbook, company
11 policy acknowledgements, forms (including, but not limited to, Defendant Arkema Inc's
12 Vacation/Time Off Request Form), internal memoranda, job descriptions, Defendant Bostik Inc.'s
13 operations and employment practices, procedures (including, but not limited to, Defendant Bostik
14 Inc's Timeclock Rules), and policies (including, but not limited to, Defendant Bostik Inc.'s Non-
15 Exempt Overtime Pay Policy, Travel and Entertainment policy, Emergency Shut-Down Pay
16 policy, Uniforms & Personal Protective Equipment (PPE) policy, and Dress Code policy), among
17 other information and documents. Plaintiff's Counsel interviewed Plaintiff and other Settlement
18 Class Members to gather facts and to identify potential witnesses. Counsel for the Parties also met
19 and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings,
20 contemplated motion practice, discovery, and the production of documents and data prior to the
21 mediation. Plaintiff's Counsel also drafted pleadings, drafted moving, opposition, and reply
22 papers in connection with motion practice (e.g., Plaintiff's motion for leave to amend the
23 complaint, Defendant's demurrer to the third amended complaint, and Defendant's motion to
24 strike the third amended complaint), drafted the mediation brief, and prepared for and attended
25 court proceedings, mediation, and settlement negotiations, among other tasks.

26 13. Counsel for the Parties have also invested time researching and investigating the
27 applicable law, which is constantly evolving as it relates to certification, civil penalties and
28 representative PAGA claims, off-the-clock theory, meal and rest periods, wage-and-hour law and

1 enforcement, Plaintiff's claims and damages, and Defendants' defenses thereto, as well as facts
2 discovered. Based on Plaintiff's Counsel's analysis, the result achieved in this litigation is fair,
3 adequate, and reasonable.

4 14. The Settlement provides for a Gross Settlement Fund of One Million One Hundred
5 Thousand Dollars (\$1,100,000.00). The Net Settlement Fund is the Gross Settlement Fund less
6 the following amounts subject to approval by the Court: Class Counsel Award to Plaintiff's
7 Counsel, Class Representative Service Award to Plaintiff, Settlement Administrator Costs to the
8 Settlement Administrator, and the PAGA Payment. Assuming that the amounts allocated under
9 the Settlement toward these payments are awarded by the Court, the Net Settlement Fund that will
10 be available for distribution to Participating Class Members is currently estimated to be Five
11 Hundred Sixteen Thousand Five Hundred Dollars (\$516,500.00). Additionally, 25% of the PAGA
12 Payment, which is \$37,500.00 out of \$150,000.00, will be distributed to PAGA Members. The
13 Net Settlement Fund and PAGA Payment will be fully distributed in accordance with the terms of
14 the Settlement and there is no reversion to Defendants.

15 15. The Parties have agreed to retain Simpluris, Inc. ("Settlement Administrator") to
16 handle the notice and settlement administration process. The Parties respectfully request that the
17 Court appoint Simpluris, Inc. to handle these procedures and serve as the Settlement
18 Administrator. Defendants will provide the Settlement Administrator with a list of Settlement
19 Class Members that Defendants will compile from their records, which will include each
20 Settlement Class Member's last known full name, last known mailing address, last known
21 telephone number, Social Security number, email, if available, dates employed as a non-exempt
22 employee of Defendants in California during the Class Period, and Compensable Work Weeks
23 (collectively, "Class Information"), and the Settlement Administrator will calculate each
24 Settlement Class Member's estimated share of the Net Settlement Fund ("Individual Settlement
25 Payment") and each PAGA Member's estimated share of the twenty-five percent (25%) of the
26 PAGA Payment ("Individual PAGA Payment"). The Settlement Administrator will also receive
27 opt-outs, objections, and disputes regarding Compensable Work Weeks; provide necessary reports
28 and declarations; calculate, subtract, and transmit necessary taxes and withholdings; prepare and

1 submit informational and other tax filings and documents; issue and transmit all payments
2 provided for by the Settlement, including and not limited to, mailing payments to Participating
3 Class Members and PAGA Members; and perform any other usual and customary duties for
4 administering a class action settlement. Settlement Administrator Costs are currently estimated
5 not to exceed Seven Thousand Dollars (\$7,000.00) and will be paid out of the Gross Settlement
6 Fund, subject to approval of the Court.

7 16. Based on investigation and information discovered, Plaintiff's Counsel believes that
8 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
9 that Defendants, with respect to Plaintiff and the Settlement Class Members, *inter alia*, failed to
10 properly pay overtime and minimum wages, failed to provide compliant meal and rest periods and
11 to pay associated premium pay, failed to timely pay wages during employment and upon
12 termination of employment, failed to provide compliant wage statements, failed to maintain
13 requisite payroll records, and failed to reimburse necessary business expenses, and thereby
14 engaged in unfair business practices and conduct giving rise to civil penalties recoverable under
15 the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiff
16 also asserted that Settlement Class Members were expected to perform similar job duties and were
17 subject to the same or similar operations and employment policies, practices, and procedures.
18 Additionally, Plaintiff asserted that Defendants' recordkeeping practices with respect to Plaintiff
19 and Settlement Class Members were substantially the same during the time period at issue. As a
20 result of said alleged uniform practices, Plaintiff claims that Settlement Class Members were not
21 paid all of the compensation that was owed to them by Defendants. Thus, in Plaintiff's Counsel's
22 view, it is clear that the outcome of this litigation would be determined by Defendants' uniform
23 operations and employment practices, policies, and procedures that Plaintiff alleges applied across
24 Defendants' non-exempt employees in California during the relevant time period.

25 17. Plaintiff's Counsel is aware of the defenses and position of Defendants, but believes
26 that Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and
27 Plaintiff's Counsel have also taken into account the uncertainty and risk of the outcome of further
28 litigation, and the difficulties and delays inherent in such litigation, including those involved in

1 class certification and/or representative adjudication. Plaintiff and Plaintiff's Counsel further
2 recognize the burdens of proof necessary to establish liability for the claims asserted in the lawsuit,
3 Defendants' defenses, and the difficulties in establishing entitlement to monetary recovery.
4 Plaintiff and Plaintiff's Counsel have also considered the Parties' settlement discussions, as well
5 as the evaluations of the mediator, who is experienced and well-regarded in complex labor and
6 employment matters.

7 18. Defendants, on the other hand, denied and continue to deny any liability and
8 wrongdoing of any kind associated with the allegations in the lawsuit, and further deny that the
9 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
10 the Settlement. Defendants believe that they would ultimately succeed in the matter. Both sides
11 have also had the opportunity to interview witnesses and review documents and information
12 relating to Plaintiff's and Settlement Class Members' employment with Defendants, and
13 Defendants' operations and employment policies, practices, and procedures. The Parties also
14 reviewed and analyzed a volume of documents and data, including but not limited to a detailed
15 sampling of Settlement Class Members' time and pay information, to determine the potential value
16 and strength of the claims. The available information enabled Plaintiff's Counsel to assess and
17 value the class and PAGA claims and prepare violation, damages, and penalties analyses and
18 models. Accordingly, the Parties have conducted adequate investigation and discovery to be
19 sufficiently informed of the nature and extent of the class and PAGA claims, and to enable both
20 sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Parties
21 have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's
22 principal claims, as well as the costs and risks to both sides that would attend further litigation.
23 The Settlement takes into account the strengths and weaknesses of each side's position and the
24 uncertainty of how the case might have concluded at certification, trial, and/or appeals.

25 19. The Settlement Agreement provides for Plaintiff's Counsel to apply for attorneys'
26 fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Fund
27 (i.e., \$385,000.00) and expenses and costs in an amount not to exceed Thirty-Four Thousand
28 Dollars (\$34,000.00), which will be paid out of the Gross Settlement Fund, subject to approval by

1 the Court. It should be noted that Plaintiff's Counsel has borne all of the risks and costs of
2 litigation and will not receive any compensation until recovery is obtained.

3 20. The Settlement Agreement provides for payment of up to Seven Thousand Five
4 Hundred Dollars (\$7,500.00) to Plaintiff as a Class Representative Service Award to be paid out
5 of the Gross Settlement Fund subject to approval by the Court. Plaintiff spent considerable time
6 and effort to produce relevant documents and past employment records and to provide the facts
7 and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever
8 Plaintiff's Counsel needed Plaintiff, and actively tried to obtain information that would facilitate
9 the pursuit of the class and PAGA claims. Accordingly, it is appropriate and just for Plaintiff to
10 receive a Class Representative Service Award, in addition to an Individual Settlement Payment
11 and Individual PAGA Payment, for services performed in the matter on behalf of the Settlement
12 Class and State of California.

13 **ESTIMATE OF THE VALUE OF THE CLAIMS**

14 21. Plaintiff's action alleges that Defendants have violated the California Labor Code
15 and Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic
16 scheme of wage abuse against Plaintiff and the putative class members, including *inter alia*, failing
17 to properly compensate overtime and minimum wages, failing to provide compliant meal and rest
18 periods and associated premium pay, failing to timely pay wages during employment, failing to
19 timely pay wages upon termination and associated waiting-time penalties, failing to provide
20 compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse
21 necessary business expenses. Plaintiff further contend that Defendants' aforementioned conduct
22 constitutes unfair business practices (under the California Business and Professions Code ("UCL"))
23 and gives rise to civil penalties recoverable under PAGA.

24 22. One of Defendants' core allegations is that Plaintiff is not able to establish that he
25 was jointly employed by the Defendants. Defendants contend that Plaintiff only worked at
26 Defendant Arkema Inc.'s facility and thus was not employed by Defendant Bostik, Inc. As a
27 result, Defendants contend that Plaintiff lacks standing to represent Defendant Bostik, Inc.'s
28 employees. Defendants further contend that Plaintiff will be unable to recover anything for the

1 approximately eighty-seven (87) employees of Defendant Bostik, Inc., who represent
2 approximately sixty-seven percent (67%) of the Settlement Class, absent the Settlement.

3 23. Based on data provided by Defendants, the total number of putative class members
4 during the period from September 17, 2014 to July 29, 2021 (“relevant time period”) was estimated
5 to be approximately one hundred fifty (150) individuals who worked a total of eighteen thousand
6 four hundred twenty-seven (18,427) workweeks with an average hourly rate of pay of twenty-six
7 dollars and eighty-two cents (\$26.82).

8 **A. Failure to Pay Overtime and Minimum Wages**

9 i. Plaintiff alleged that Defendants failed to pay overtime and minimum wages
10 as a result of Defendants’ purported uniform policies, practices, and procedures that required
11 putative class members to perform work before clocking-in and after clocking-out of their
12 scheduled shifts and during meal and rest periods. For example, it was contended that Plaintiff
13 and other putative class members were required to perform job duties such as loading and
14 unloading trucks, completing paperwork, filtering products in preparation for storage in tanks, and
15 performing quality control analyses before and after clocking in and out for their scheduled shifts,
16 and during meal periods. It was also contended that Defendants failed to include non-discretionary
17 bonuses and incentives in the calculation of the regular rate when paying overtime wages. It was
18 also contended that Defendants had an improper rounding practice.

19 ii. Based on Plaintiff’s Counsel’s investigations, the claims for unpaid wages
20 centered on off-the-clock work outside of scheduled shift times, rounding, and the improper
21 calculation of the regular rate for purposes of paying overtime. Investigations showed that putative
22 class members normally worked 3 to 4 shifts per week, with each shift usually being twelve (12)
23 hours in length; the days on which putative class members worked in a given week varied based
24 on rotations, and in some weeks putative class members worked less than 40 hours in a week while
25 in other weeks putative class members worked more than 40 hours in a week. Also, investigations
26 showed that putative class member clocked overtime and received overtime pay. Putative class
27 members also reported varying experiences regarding off-the-clock work, with some putative class
28 members reporting 30 to 40 minutes each shift was off-the-clock (i.e., between approximately

1 1.50-2.66 hours per week) while other putative class members reported no more than 1 to 5
2 minutes each shift was off the clock (i.e., between approximately 4-20 minutes per week) because
3 they were able to clock in immediately using their badge upon entry to the facility. Further,
4 analysis of the sampling of time data reflected an approximate loss of .39 hour of pay for putative
5 class member per week due to Defendants' rounding practice. Additionally, the California
6 Department of Industrial Relations' Alternative Workweek Elections Database reflected that
7 Defendants had alternative workweeks arrangements in place for the workforce.

8 iii. Defendants contended that they had policies, practices, and trainings
9 designed and implemented to ensure that their employees accurately recorded their time worked,
10 and thus did not work off-the-clock. Defendant Bostik, Inc. additionally contended that its
11 handbook clearly requires employees to accurately record their time worked. Defendants also
12 contended that putative class members were informed and were aware that they were able to
13 challenge and correct any inaccurate time entries before their time sheet is finalized.

14 iv. Based on Plaintiff's Counsel's investigations and analysis, it was determined
15 that the estimated potential value of the overtime claim is \$741,318.21 (18,427 workweeks x 1
16 hour of unpaid overtime wages x overtime hourly rate of \$40.23, which is based on the average
17 hourly rate of \$26.82) and the estimated potential value of the minimum wage claim is
18 \$494,212.14 (18,427 workweeks x 1 hour of unpaid minimum wages x average hourly rate of
19 \$26.82).

20 v. However, this estimated exposure is based on a class having been certified
21 and Plaintiff having proven all elements of the overtime and minimum wage claims, despite risks
22 associated with obtaining and maintaining certification, risks to establishing liability, and
23 significant additional costs that would have to be incurred in order to certify a class and establish
24 liability. Had the parties not settled, Plaintiff also faced the risk of the Court finding that
25 individualized issues predominate, such that class treatment is not suitable. While Plaintiff's
26 Counsel disagrees with Defendants' arguments and factual contentions, Plaintiff's Counsel
27 recognizes the circumstances and realities of the case, applicable case law and regulations, the
28 costs and expenses of further litigation and certification, and risks to recovery, and applied

appropriate discounts for them. With respect to the overtime claim, at this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining certification (bringing the value of the claim closer to \$370,659.11), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of the claim closer to \$148,263.64), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of the claim closer to \$44,479.09). Also, with respect to the minimum wage claim, at this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining certification (bringing the value of the claim closer to \$247,106.07), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of the claim closer to \$98,842.43), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of the claim closer to \$29,652.73).

B. Failure to Provide Compliant Meal Periods and Associated Premiums

i. Plaintiff alleged that Defendants failed to provide timely, full, and/or uninterrupted meal periods. For example, Plaintiff contended that he and the other putative class members regularly suffered missed, late, shortened, and/or interrupted meal periods due to understaffing, heavy workloads, and strict deadlines. Plaintiff contended that time-sensitive work responsibilities, such as checking on the filtering process and unloading of trucks, interfered with meal breaks. Further, Plaintiff contended that Defendants automatically deducted 30 minutes from putative class members' time records regardless of whether they were actually able to take compliant meal periods. Plaintiff further contended that Defendants failed to pay meal period premiums for missed, late, short, or interrupted meal periods.

ii. Based on Plaintiff's Counsel's investigations, this claim centered on the auto deduction of 30-minutes for meal periods and rounding of meal periods. Based on an analysis of the sampling of time records, 95.33% of shifts evidenced a meal violation. While some putative class members reported that they worked shifts that were 12 hours in length, entitling them to 2 meal periods for said shifts, some putative class members also reported working shifts of less than

1 10 hours. Plaintiff's Counsel's meal violation analysis showed that only 36.56% of shifts analyzed
2 were longer than 10 hours, and the majority of the shifts analyzed (63.44% of shifts) were shorter.
3 Putative class members also reported that they worked approximately 3 to 4 shifts per week on
4 average. Based on the foregoing, it was determined that approximately 5 meal periods were
5 potential at issue per putative class member per week, as being non-compliant.

6 iii. Defendants contend that they had practices, policies, and procedures to
7 provide meal periods every workday to their employees that fully complied with California law.
8 To the extent that putative class members failed to take their meal periods or took a short or late
9 meal period, Defendants contend that they did so voluntarily and that all applicable meal periods
10 were still provided to them. Thus, Defendants maintain that they did not act unlawfully to deprive
11 putative class members of meal periods. Defendants also contend that there were multiple
12 individual issues that would pose challenges to certification, including and not limited to, (a)
13 whether any meal periods were non-compliant, and (b) why they were non-compliant.

14 iv. Based on Plaintiff's Counsel's investigations and analysis, it was determined
15 that the estimated potential value of this claims is \$2,471,060.70 (18,427 workweeks x 5 meal
16 period premiums x average hourly rate of \$26.82).

17 iv. Plaintiff's Counsel also considered the risk of further litigating the case,
18 including the significant additional costs that will be incurred by both sides if the case does not
19 settle, as litigating a class action through class certification, trial, and/or appeals is very expensive.
20 Moreover, litigating meal period claims is inherently difficult as an employer's records, as is the
21 case here, do not usually indicate when a meal period is interrupted. While Plaintiff's Counsel
22 disagreed with Defendants' arguments and factual contentions, Plaintiff's Counsel recognizes the
23 circumstances and realities of the case, applicable case law and regulations, costs and expenses of
24 further litigation and certification, and risks to recovery, and applied appropriate discounts for
25 them. At this juncture, a discount of 50% was applied to account for the risks associated with
26 obtaining and maintaining certification (bringing the value of the claim closer to \$1,235,530.35),
27 a discount of 50% was applied to account for the risks associated with succeeding on the merits
28 and establishing liability (bringing the value of the claim closer to \$617,765.18), and a discount

of 50% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of the claim closer to \$308,882.59).

C. Failure to Provide Compliant Rest Periods and Associated Premiums

i. Plaintiff alleged that Defendants failed to provide putative class members with timely, full, and/or uninterrupted rest periods. Plaintiff also contended that putative class members were required to remain on premises during rest breaks, readily available to perform work, answer questions from supervisors, and assist with work, and that Defendants failed to properly pay premiums for all non-compliant rest periods.

ii. Based on Plaintiff's Counsel's investigations, putative class members reported that the rest period claims centered on the following issues: rest periods were missed, shortened, interrupted, or delayed because of the press of work. Through investigations, it was determined that approximately 3 non-complaint rest periods were at issue per putative class member per week. Plaintiff's Counsel also took into consideration that putative class members' experiences varied in which some reported that they were allowed to leave the premises while others reported they were required to remain on the premises. Plaintiff's Counsel also took into consideration that putative class members reported that some days putative class members were able to take a rest period while other days they were not able to take a rest period due to the heavy workloads.

iii. Defendants contend that they had methods, policies, and procedures to provide all applicable rest periods every workday to putative class members, that fully complied with the law, and that putative class members were free to leave the premises during rest periods. Defendants argued that the reasons why a putative class member failed to receive a compliant rest period raised individual issues that could not be certified. Defendants further contend that they posted Industrial Welfare Commission Wage Order No. 1-2001 in their facilities and Defendant Bostik, Inc. contends that Industrial Welfare Commission Wage Order No. 1-2001 was additionally posted by their time clock. Defendant Arkema Inc. contends that its facility provides training for its employees regarding legally compliant rest periods and that their employees have the opportunity to take timely, proper, and complete rest periods.

1 iv. Based on Plaintiff's Counsel's investigations and analysis, it was determined
2 that the estimated potential value of this claim is \$1,482,636.42 (18,427 workweeks x 3 rest period
3 premiums x average hourly rate of \$26.82).

4 v. Plaintiff's Counsel also considered the risk of further litigating the case, as
5 well as significant additional costs that will be incurred by both sides if the case does not settle, as
6 litigating a class action through class certification, trial, and/or appeals is very expensive.
7 Moreover, litigating rest period claims is inherently difficult as an employer's records, as is the
8 case here, do not usually indicate when a rest period is short, late, interrupted or missed entirely.
9 While Plaintiff's Counsel disagreed with Defendants' arguments and factual contentions,
10 Plaintiff's Counsel recognized the circumstances and realities of the case, applicable case law and
11 regulations, the costs and expenses associate with further litigation and certification, and risks to
12 recovery, and applied appropriate discounts for them. At this juncture, a discount of 60% was
13 applied to account for the risks associated with obtaining and maintaining certification (bringing
14 the value of the claim closer to \$593,054.57) a discount of 70% was applied to account for the
15 risks associated with succeeding on the merits and establishing liability (bringing the value of the
16 claim closer to \$177,916.37), and a discount of 70% was applied to account for the risks associated
17 with proving the extent of damages and obtaining an award thereof (bringing the value of the claim
18 closer to \$53,374.91).

19 **D. Failure to Timely Pay Wages During Employment and After Termination**

20 i. Plaintiff contended that Defendants intentionally and willfully failed to pay
21 Plaintiff and putative class members all wages due to them during employment, under California
22 Labor Code sections 204 and 210, however, this allegation is considered and valued as a part of
23 the PAGA claim discussed below. Plaintiff also contended that Defendants intentionally and
24 willfully failed to pay Plaintiff and putative class members all wages due to them upon termination,
25 within the time period permissible under California law, thereby triggering waiting-time penalties
26 under California Labor Code section 203. The value of this claim was calculated based on the
27 approximate eighty-one (81) putative class members who had been terminated during the three-
28 year statute of limitations (i.e., from September 17, 2015). Assuming that these individuals were

1 not timely paid all wages due to them upon termination, the potential value of waiting-time
2 penalties was estimated to be \$521,380.80 collectively (81 individuals x [30 days x hourly rate of
3 \$26.82 x 8 hours]), or approximately \$6,436.80 per individual. However, this presumes that
4 Plaintiff would prevail on the underlying California Labor Code claims, which is necessary to
5 show that Defendants failed to timely pay wages that were due to the putative class members upon
6 termination.

7 ii. Defendants were adamant that no waiting-time penalties should be awarded.
8 Defendants pointed out that waiting-time penalties are derivative of each and every other
9 underlying alleged California Labor Code violations and contend that they paid the terminated
10 employees all wages due and owing. Moreover, Defendants emphasized that, under California
11 Labor Code section 203, employers are only obligated to pay waiting-time penalties if they
12 “willfully” fail to pay wages due and owing at the time of termination or resignation.

13 iii. Accordingly, Plaintiff’s Counsel also took into consideration the chances of
14 prevailing on each of the underlying causes of action, as well as the additional hurdles of prevailing
15 on the claim for waiting-time penalties, including the inherent difficulty in proving the “willful”
16 prong of section 203, applicable case law, costs and expenses associated with further litigation and
17 certification, the circumstances and realities of the case, and risks to recovery, and applied
18 appropriate discounts for them. At this juncture, a discount of 60% was applied to account for the
19 risks associated with obtaining and maintaining certification (bringing the value of the claim closer
20 to \$208,552.32), a discount of 70% was applied to account for the risks associated with succeeding
21 on the merits and establishing liability (bringing the value of the claim closer to \$62,565.70), and
22 a discount of 80% was applied to account for the risks associated with proving the extent of
23 damages and obtaining an award thereof (bringing the value of the claim closer to \$12,513.14).

24 **E. Failure to Provide Compliant Wage Statements**

25 i. Plaintiff alleged that Defendants violated California Labor Code section
26 226(a) which states that an employer must provide an accurate and itemized wage statement twice
27 a month or each time wages are paid, whichever is the more frequent. Plaintiff’s wage statement
28 claim is derivative of the allegations that Defendants failed to accurately account for all hours

1 worked by, and pay all compensation due to, putative class members, e.g., the claims for unpaid
2 wages, meal violations, and rest violations.

3 ii. The value of this claim was based on the approximate eighty-one (81)
4 putative class members who worked during the one-year statutory limitations period (i.e., from
5 September 17, 2017); assuming that a wage statement violation occurred for each and every pau
6 period during the one-year statute of limitations for each of those putative class members, the
7 potential value of the wage statement claim was estimated to be \$324,000.00 (81 individuals x
8 \$4,000.00 statutory maximum penalty).

9 iii. Defendants contend that Plaintiff cannot establish that either of the
10 Defendants' wage statements omitted any required information or hid anything from putative class
11 members. Defendants further contend that Plaintiff and putative class members suffered no actual
12 injury from the alleged wage statement violations. Defendants also contend that this alleged
13 violation is entirely derivative of the foregoing allegations. In other words, Plaintiff would have
14 to prove, for example, that off-the-clock work occurred, that overtime was worked, that all hours
15 of work had not been properly recorded and compensated, and/or that non-compliant meal and rest
16 periods occurred and that Defendants did not pay premiums, etc., to demonstrate that the wage
17 statements were inaccurate. Defendants further contend, *inter alia*, that if off-the-clock and/or
18 overtime work occurred and was not reflected in the wage statements, it was because the work
19 was hidden from Defendants. Defendants also contend that no actual injury can be shown. When
20 assessing the value of this claim, Plaintiff's Counsel considered these factors, the derivative nature
21 of this alleged violation, the chances of prevailing on each of the underlying causes of action,
22 applicable case law and regulations, costs and expenses associated with further litigation and
23 certification, realities of the case, and risks to recovery, and applied appropriate discounts for them.
24 At this juncture, a discount of 60% was applied to account for the risks associated with obtaining
25 and maintaining certification (bringing the value of the claim closer to \$129,600.00), a discount
26 of 70% was applied to account for the risks associated with succeeding on the merits and
27 establishing liability (bringing the value of the claim closer to \$38,880.00 and a discount of 80%
28 was applied to account for the risks associated with proving the extent of damages and obtaining

an award thereof (bringing the value of the claim closer to \$7,776.00).

F. Failure to Reimburse Necessary Business Expenses

i. Plaintiff contended that Defendants failed to reimburse Plaintiff and the other putative class members for necessary business expenses.

ii. Defendants contend that they have policies and practices of reimbursing employees for necessary business-related expenses. Defendants further contend that they have not required their employees to incur any necessary business expenses in the discharge of their work duties. Defendants also contend that, with respect to the alleged expenses of Plaintiff and other putative class members, Defendants did not know and had no reason to know that the alleged business-related expenses were incurred. Defendants further contend that the reason for why a putative class member undertook certain expenses, while not others, and failed to receive reimbursement for certain expenses while not others, would raise individual issues that could not be certified.

iii. Defendants also contend that the California Labor Code only requires reimbursement of “necessary” expenses—as opposed to any expense that is incurred in the course of performing work—and maintain that distinguishing a necessary expense from an unnecessary one would require individualized inquiry. See, Cal. Lab. Code § 2802; *Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554. Furthermore, whether or not an expense was necessary, would depend, in part, on the reasonableness of the employee’s choice, and whether or not an expense was incurred, would have to be established by way of extensive individual factual inquiry and/or statistical evidence. *Cochran v. Schwan’s Home Services, Inc.* (2014) 228 Cal.App.4th 1137.

iv. Based on Plaintiff’s Counsel’s investigations and analysis, putative class members reported incurring expenses for personal cell phone use, purchase and maintenance of clothing to comply with Defendants’ dress code, the purchase of safety equipment, and personal vehicle use. However, further investigation reflected that putative class members received employer-provided uniforms (pants, shirt, safety glasses, hard hat, gloves, and steel toe boots) which were left on work premises, and Defendants laundered and maintained them for the

employees. Additionally, Defendants contend that in the event that an employee needed to purchase necessary and reasonable supplies on an immediate or ad hoc basis, the employee needed to proceed through the expense reimbursement procedure or speak with their supervisor or an administrative assistant for more information on the procedure. Defendants further contend that if an employee was required to purchase business-related items for their position, they were issued a corporate card at orientation. Based on Plaintiff's Counsel's investigations, the costs associated with cell phone use, personal vehicle use, and miscellaneous supply and attire expenses, were estimated to be approximately \$15 per month or \$3.75 per week.

v. Taking into account these facts, the potential value of the expense reimbursement claim was estimated to be \$73,708.00 (18,427 workweeks x \$4 unreimbursed business expenses).

vi. Plaintiff's Counsel also took into consideration that, not only would it have to be established that expenses were incurred, but also that the nature of the expenses were such that Defendants were required to reimburse them. While Plaintiff's Counsel disagreed with Defendants' arguments and factual contentions, Plaintiff's Counsel considered Defendants' arguments, applicable case law and regulations, the costs and expenses associated with further litigation and certification, the circumstances and realities of the case, and risks to recovery, and applied appropriate discounts for them. At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining certification (bringing the value of the claim closer to \$29,483.20), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of the claim closer to \$11,793.28), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of the claim closer to \$2,358.66).

G. PAGA Penalties

i. Plaintiff contended that Defendants' above-discussed alleged conduct, namely, failure to pay for all hours worked, provide compliant meal and rest periods, timely pay wages during employment and upon termination of employment, reimburse expenses, maintain

1 payroll records, etc., gave rise to civil penalties recoverable under the Private Attorneys General
2 Act, California Labor Code sections 2698, *et seq.*

3 ii. Defendants contend that violations of multiple provisions of the California
4 Labor Code do not give rise to cumulative penalties for each separate California Labor Code
5 provision that is, arguably, violated during a pay period. Defendants also contend that the trial
6 court exercises discretion and may reduce the penalties to be assessed against the employer
7 pursuant to California Labor Code section 2699(e)(1)-(2), and that the trial court was unlikely to
8 assess cumulative penalties for the maximum number of possible, separate California Labor Code
9 violations. Defendants also maintain that they had legally-compliant employment policies and
10 practices throughout the statutory period. Defendants deny and continue to deny that they ever
11 violated any provision of the California Labor Code and argued, that, even if, *arguendo*, such
12 violations occurred, Defendants will not be treated as having engaged in subsequent violations
13 giving rise to heightened penalties unless Defendants could be shown to have notice that it was
14 violating the law. See, e.g., *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.4th 1157, 1209.
15 Defendants argued that they would be able to show a lack of willfulness in the violations, such
16 that the alleged California Labor Code violations would not be considered “willful.”

17 iii. Defendants alleged that the putative class members’ job titles, job duties, and
18 locations varied, and that there was variation as to the circumstances that could allegedly cause
19 the employees to work overtime, to be deprived of the opportunity to take legally-compliant, duty-
20 free meal and/or rest periods, or to incur business expenses. Defendants further contend that these
21 issues presented challenges not only to liability, but challenges to Plaintiff’s ability to show that a
22 PAGA claim could be efficiently and manageably adjudicated without interfering with
23 Defendants’ due process rights.

24 iv. Importantly, to prevail on the PAGA claim, Defendants contend that some
25 courts have required plaintiff to show at the outset that plaintiff has suffered injury, in order to
26 establish standing, and that Plaintiff would also have to prove all requisite elements to prove
27 violations of the underlying California Labor Code provisions, in order to show that Defendants’
28 conduct gives rise to penalties. Defendants contend that Plaintiff did not meet legal requirements

1 to be able to pursue civil penalties under PAGA. Defendants argued that Plaintiff would not be
2 able to establish violations of the underlying California Labor Code provisions and the
3 fundamental allegations regarding overtime and meal and rest periods. For the reasons discussed
4 above, there were substantial challenges to showing liability and exposure for these claims.
5 Defendants pointed to case law that held that, given the derivative nature of a PAGA claim, it
6 would stand or fall based on the claims from which it derives, and the success of showing, *inter*
7 *alia*, off-the-clock work, failure to properly pay wages, failure to reimburse for expenses, etc.
8 Defendants also pointed to case law demonstrating that courts have attributed little separate value
9 to PAGA claims, for example, allowing them to be resolved for \$0 where the other underlying
10 California Labor Code claims are being resolved.

11 v. Based on data provided by Defendants, eighty-one (81) aggrieved employees
12 were estimated to have worked during the period from September 17, 2017 to July 29, 2021. Based
13 on Plaintiff's Counsel's investigations and analysis, it was determined that the estimated potential
14 PAGA penalties at issue, which the Court could determine whether or not to assess and whether
15 or not to reduce, is approximately \$157,950.00 (81 individuals x \$1,950 civil penalties).

16 vi. Plaintiff's Counsel recognized the realities of Defendants' arguments,
17 evidence and information obtained through investigations as well as from Plaintiff, Defendants,
18 other putative class members, and other sources, the circumstances and realities of the case, the
19 current state of the law (especially with respect to manageability requirements for PAGA claims),
20 the costs of continued litigation, and the risks to recovery, and applied appropriate discounts for
21 them. At this juncture, a discount of 30% was applied to account for the risks associated with
22 establishing manageability and possible bifurcation of discovery and/or trial (bringing the value
23 of this claim closer to \$110,565.00), a discount of 30% was applied to account for the risks
24 associated with succeeding on the merits and establishing violations warranting the imposition of
25 penalties (bringing the value of the claim closer to \$77,395.50), and a discount of 30% was applied
26 to account for the risks associated with proving the extent of penalties that should be assessed and
27 the Court's possible discretionary reduction of the amount of penalties imposed (bringing the value
28 of the claim closer to \$54,176.85).

24. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiff's allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to certification, manageability, merits, and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-cut, which is why the Parties elected to settle this matter.

25. Plaintiff's Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interests of Plaintiff, the Settlement Class, PAGA Members, and the State of California. Plaintiff's Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 1st day of June 2022, at Los Angeles, California.



Alexandra Rose

EXHIBIT 1

1 This Joint Stipulation of Class Action and PAGA Settlement and Release of Claims is
2 entered into by and between Plaintiff CHRISTOPHER RODRIGUEZ (“Plaintiff”), individually
3 and on behalf of the Settlement Class and the State of California and PAGA Members pursuant to
4 the Private Attorneys General Act, on the one hand, and Defendants ARKEMA INC. and BOSTIK,
5 INC. (“Defendants”) on the other hand.

6 This Joint Stipulation of Class Action and PAGA Settlement and Release of Claims shall be
7 binding on Plaintiff, Participating Class Members, State of California, PAGA Members, and on
8 Defendants, subject to the definitions, recitals, and terms set forth herein and the approval of the
9 Court.

10 **I. DEFINITIONS**

11 **1. Action**

12 “Action” or “Lawsuit” means the civil action filed in the Superior Court of California for
13 the County of Los Angeles, entitled *CHRISTOPHER RODRIGUEZ v. ARKEMA INC., et al.*, Case
14 No. BC721328.

15 **2. Class Counsel**

16 “Class Counsel” means Edwin Aiwarzian, Arby Aiwarzian, and Joanna Ghosh of
17 **LAWYERS for JUSTICE, PC**, who, subject to Court approval, shall act as counsel for the
18 Settlement Class.

19 **3. Class Counsel Award**

20 “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution
21 of the Lawsuit, and Class Counsel’s expenses and legal costs incurred in connection with the
22 Lawsuit.

23 **4. Class Information**

24 “Class Information” means information regarding Settlement Class Members that
25 Defendants will in good faith compile from their records and provide to the Settlement
26 Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each
27 Settlement Class Member’s last known full name; last known mailing address; last known
28 telephone number; Social Security number; email, if available; dates employed as a non-exempt

employee of Defendants in California during the Class Period; and Compensable Work Weeks.

5. Class Period

“Class Period” means the period from September 17, 2014 to November 1, 2021.

6. Class Representative

“Class Representative” means Plaintiff CHRISTOPHER RODRIGUEZ.

7. Class Representative Service Award

“Class Representative Service Award” means the amount that the Court authorizes to be paid to Plaintiff, in recognition of Plaintiff’s efforts and risks in assisting with the prosecution of the Lawsuit. The Class Representative Service Award shall be in addition to Plaintiff’s Individual Settlement Payment and Individual PAGA Payment.

8. Class Settlement

“Class Settlement” means the settlement and resolution of Released Class Claims.

9. Compensable Work Weeks

“Compensable Work Weeks” means the number of weeks during the Class Period in which Settlement Class Members recorded time worked for Defendants in the State of California, which is to be determined based on Defendants’ records.

10. Compensable Work Weeks Dispute

“Compensable Work Weeks Dispute” means a letter submitted by a Settlement Class Member disputing the number of Compensable Work Weeks to which they have been credited, which must be in writing and: (1) contain the case name and number of the Action; (2) contain the full name, address, telephone number, and last four (4) digits of the Social Security number of the Settlement Class Member; (3) contain a statement that the Settlement Class Member disputes the number of Compensable Work Weeks credited to them and what they contend is the correct number to be credited to them; (4) contain information and/or documentation demonstrating that the number of Compensable Work Weeks that they contend should be credited to them is correct; (5) be signed by the Settlement Class Member; and (6) be postmarked or fax stamped on or before the Response Deadline and returned to the Settlement Administrator at the specified address or fax number.

1 **11. Complaint**

2 “Complaint” means the original Class Action Complaint for Damages filed by Plaintiff on
3 September 17, 2018.

4 **12. Court**

5 “Court” means the Superior Court of the State of California for the County of Los Angeles.

6 **13. Defendants**

7 “Defendants” means Defendants ARKEMA INC. and BOSTIK, INC.

8 **14. Effective Date**

9 “Effective Date” of the Settlement means the date on which the Final Approval Order and
10 Judgment becomes final. The Final Approval Order and Judgment becomes final upon the
11 following events: (i) upon the Court entering the Final Approval Order and Judgment granting
12 approval of this Settlement Agreement if no objections to the Settlement are filed, or if an
13 objection to the Settlement is filed but is withdrawn prior to the Court’s Final Approval Hearing; or
14 (ii) in the event there are written objections to the Settlement filed prior to the Final Approval
15 Hearing which are not thereafter withdrawn prior to the Final Approval Hearing, the later of the
16 following events: (a) the day after the last day by which a notice of appeal with respect to the Final
17 Approval Order and Judgment may be timely filed with an appellate court, and none is filed; (b) if
18 an appeal is filed with respect to the Final Approval Order and Judgment and is finally disposed of
19 by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further
20 review of the appellate court’s decision passes and no further review is requested; (c) if an appeal
21 is filed with respect to the Final Approval Order and Judgment and there is a final disposition by
22 ruling, dismissal, denial, or otherwise by the appellate court, and further review of the appellate
23 court’s decision is requested, the day after the request for review is denied with prejudice and/or no
24 further review of the order can be requested; or (d) if review is accepted, the day the appellate court
25 affirms the Final Approval Order and Judgment.

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1 **15. Fifth Amended Complaint**

2 “Fifth Amended Complaint” or “Operative Complaint” means the Fifth Amended Class
3 Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal.
4 Labor Code § 2698 Et Seq. that was filed in the Action on January 4, 2022.

5 **16. Final Approval Hearing**

6 “Final Approval Hearing” means the hearing to be held to ascertain the fairness,
7 reasonableness, and adequacy of the Settlement and whether the Court will enter judgment based
8 on the Settlement.

9 **17. Final Approval Order and Judgment**

10 “Final Approval Order and Judgment” means the proposed order granting final approval of
11 the Settlement and entering a judgment based thereon, in a form that is mutually agreed upon by
12 the Parties and approved by the Court, substantially similar to the order attached hereto as **Exhibit**
13 **C.**

14 **18. Gross Settlement Fund**

15 “Gross Settlement Fund” means the agreed upon settlement amount totaling \$1,100,000.00
16 (One Million One Hundred Thousand Dollars and Zero Cents) to be paid by Defendants, in full and
17 without reversion (i.e., on a non-reversionary basis) for settlement of the Action, Released Class
18 Claims, and Released PAGA Claims, and includes without limitation the Class Counsel Award,
19 Class Representative Service Award, Individual Settlement Payments, Individual PAGA Payments,
20 LWDA Payment, and Settlement Administrator Costs. Defendants’ share of payroll taxes due on
21 the portion of the Individual Settlement Payments that is allocated to wages, including but not
22 limited to Defendants’ FICA and FUTA contributions (“Employer Taxes”) shall be paid by
23 Defendants separately and in addition to the Gross Settlement Fund.

24 **19. Individual PAGA Payment**

25 “Individual PAGA Payment” means the amount paid to each PAGA Member from 25% of
26 the PAGA Payment (which is Thirty Seven Thousand Five Hundred Dollars and Zero Cents
27 (\$37,500.00)).
28

1 **20. Individual Settlement Payment**

2 “Individual Settlement Payment” means the amount paid from the Net Settlement Fund to a
3 Participating Class Member, based upon his/her Compensable Work Weeks.

4 **21. LWDA**

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

6 **22. LWDA Notice**

7 “LWDA Notice” means the written notice provided by Class Counsel on behalf of Plaintiff,
8 on August 10, 2021, to the LWDA and Defendants of the specific provisions of the California
9 Labor Code that were violated.

10 **23. LWDA Payment**

11 “LWDA Payment” means the seventy-five percent (75%) portion of the PAGA Payment, or
12 One Hundred Twelve Thousand Five Hundred Dollars and Zero Cents (\$112,500.00) that the
13 Parties have agreed to pay to the LWDA in accordance with PAGA.

14 **24. Net Settlement Fund**

15 “Net Settlement Fund” means the Gross Settlement Fund, less the Court-approved Class
16 Counsel Award, Class Representative Service Award, PAGA Payment, and Settlement
17 Administrator Costs.

18 **25. Notice of Class Action Settlement**

19 “Notice of Class Action Settlement” or “Class Notice” means the Notice of Pendency of
20 Class Action Settlement and Final Approval Hearing Date substantially in the form attached hereto
21 as **Exhibit A**, which shall include an approximation of each Settlement Class Member’s anticipated
22 Individual Settlement Payment and each PAGA Member’s Individual PAGA Payment. It is the
23 notice approved by the Parties and subject to Court approval explaining the terms of this
24 Agreement and the settlement process, which the Settlement Administrator will mail to Settlement
25 Class Members and PAGA Members.

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1 **26. Notice of Objection**

2 “Notice of Objection” means a written objection to the Class Settlement submitted by a
3 Participating Class Member, which must be in writing and: (1) contain the case name and number
4 of the Action; (2) contain the full name, address, telephone number, and last four (4) digits of the
5 Social Security number of the Participating Class Member; (3) contain a statement of the basis for
6 the objection to the Class Settlement accompanied by any legal support for such objection; (4) be
7 signed by the Participating Class Member; (5) indicate whether the Participating Class Member
8 intends to appear at the Final Approval Hearing; and (6) be postmarked or fax stamped on or
9 before the Response Deadline and returned to the Settlement Administrator at the specified address
10 or fax number.

11 **27. PAGA**

12 “PAGA” refers to the California Labor Code Private Attorneys General Act of 2004,
13 codified at California Labor Code §§ 2699 *et seq.*

14 **28. PAGA Members**

15 “PAGA Members” means all current and former non-exempt employees who were
16 employed by Defendants in California during the period September 17, 2014 to November 1, 2021.

17 **29. PAGA Payment**

18 “PAGA Payment” means the portion of the Gross Settlement Fund, in the amount of One
19 Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00), allocated toward civil penalties
20 under PAGA.

21 **30. PAGA Settlement**

22 “PAGA Settlement” means the settlement and resolution of Released PAGA Claims.

23 **31. Participating Class Members**

24 “Participating Class Members” means those Settlement Class Members who did not submit
25 a valid and timely Request for Exclusion.

26 **32. Parties**

27 “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean Plaintiff or
28 Defendants, individually.

1 **33. Plaintiff**

2 “Plaintiff” means Plaintiff CHRISTOPHER RODRIGUEZ.

3 **34. Preliminary Approval**

4 “Preliminary Approval” means the date on which the Court enters an order granting
5 preliminary approval of the Settlement in a form mutually agreed upon by the Parties and approved
6 by the Court, substantially similar to the order attached hereto as **Exhibit B**.

7 **35. Released Class Claims**

8 “Released Class Claims” means any and all claims that were alleged in the Operative
9 Complaint or which could have been alleged based on the facts alleged in the Operative Complaint,
10 arising during the period from September 17, 2014 to November 1, 2021, including claims for: (1)
11 failure to pay all regular wages, overtime wages, and minimum wages; (2) failure to properly
12 calculate the regular rate of pay for payment of overtime wages; (3) failure to provide proper meal
13 periods, and to properly provide premium pay in lieu thereof; (4) failure to provide proper rest
14 periods, and to properly provide premium pay in lieu thereof; (5) failure to pay all wages timely
15 during employment; (6) failure to pay all wages timely at the time of termination; (7) failure to
16 provide complete, accurate or properly formatted wage statements; (8) failure to keep required
17 payroll records; (9) failure to reimburse business expenses; (10) unfair business practices that could
18 have been premised on the claims, causes of actions or legal theories of relief described above or
19 any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint;
20 (11) any other claims or penalties under the wage and hour laws pleaded in the Action; and (12) all
21 damages, penalties, interest and other amounts recoverable under said claims, causes of action or
22 legal theories of relief.

23 **36. Released PAGA Claims**

24 “Released PAGA Claims” means any and all claims under the California Labor Code
25 Private Attorneys General Act of 2004 that were alleged in the LWDA Notice or which could have
26 been alleged based on the facts alleged in the LWDA Notice, arising during the period from
27 September 17, 2014 to November 1, 2021, for: (1) failure to pay all regular wages, overtime wages,
28 and minimum wages; (2) failure to properly calculate the regular rate of pay for payment of

overtime wages; (3) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (4) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (5) failure to pay all wages timely during employment; (6) failure to pay all wages timely at the time of termination; (7) failure to provide complete, accurate or properly formatted wage statements; (8) failure to keep required payroll records; and (9) failure to reimburse business expenses.

37. Released Parties

“Released Parties” means Defendants and any of their former and present parents, subsidiaries, affiliates, officers, directors, employees, partners, shareholders, attorneys, agents, successors, assigns, or legal representatives.

38. Request for Exclusion

“Request for Exclusion” means a letter submitted by a Settlement Class Member electing to be excluded from the Class Settlement, which must be in writing and: (1) contain the case name and number of the Action; (2) contain the full name, address, telephone number, and last four (4) digits of the Social Security number of the Settlement Class Member; (3) contain a statement expressing that the Settlement Class Member elects to be excluded from the Class Settlement; (4) be signed by the Settlement Class Member; and (5) be postmarked or fax stamped on or before the Response Deadline and returned to the Settlement Administrator at the specified address or fax number.

39. Response Deadline

“Response Deadline” means the date forty-five (45) days after the Settlement Administrator mails the Class Notice, which is the last date on which a Request for Exclusion, Notice of Objection, or Compensable Work Weeks Dispute may be submitted. If the forty-fifth (45th) day falls on a Sunday or Federal holiday, then the deadline is extended to the next day that the U.S. Postal Service is open. In the event that a Class Notice is re-mailed to a Settlement Class Member, the Response Deadline for that Settlement Class Member shall be extended by fifteen (15) calendar days.

1 **40. Settlement**

2 “Settlement,” “Agreement” or “Settlement Agreement” means the Joint Stipulation of Class
3 Action and PAGA Settlement and Release of Claims.

4 **41. Settlement Class Members**

5 “Settlement Class Members” or “Settlement Class” means all current and former non-
6 exempt employees who were employed by Defendants in California during the period September
7 17, 2014 to November 1, 2021.

8 **34. Settlement Administrator**

9 “Settlement Administrator” means the third-party company that is responsible for
10 administering the Settlement. The Settlement Administrator is Simpluris, Inc. The Parties and
11 their counsel each represent that they do not have any financial interest in the Settlement
12 Administrator or otherwise have a relationship with the Settlement Administrator that could create
13 a conflict of interest.

14 **35. Settlement Administrator Costs**

15 “Settlement Administrator Costs” means the amount to be paid to the Settlement
16 Administrator from the Gross Settlement Fund for administration of this Settlement, not to exceed
17 Seven Thousand Dollars and Zero Cents (\$7,000.00).

18 **II. RECITALS**

19 **1. Amendment of Complaint.**

20 To effectuate this Settlement, on December 27, 2021, Plaintiff served and submitted a Joint
21 Stipulation Granting Plaintiff Leave to File Fifth Amended Complaint; and [Proposed] Order
22 Thereon requesting that the Court grant Plaintiff leave to file the [Proposed] Fifth Amended Class
23 Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal.
24 Labor Code § 2698 Et Seq. (i.e., the Fifth Amended Complaint), for settlement purposes only, to
25 add all class and PAGA claims and causes of action falling within the definitions of “Released
26 Class Claims” and “Released PAGA Claims”. For purposes of this Settlement only, Defendants
27 agree that the filing of the Fifth Amended Complaint relates back to the filing of the original
28 Complaint in this Action for purposes of the applicable statutes of limitations for the causes of

1 action alleged in the Fifth Amended Complaint. On January 3, 2022, the Court granted Plaintiff
2 leave to file the Fifth Amended Complaint, and the Fifth Amended Complaint was filed on January
3 4, 2022. If the Parties are unable to reach agreement, this Settlement Agreement, and any
4 documents generated to bring it into effect, will be null and void. Any order or judgment entered
5 by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the
6 beginning.

7 **2. Class Certification.**

8 The Parties stipulate to class certification for purposes of settlement only. If the Court does
9 not grant either preliminary or final approval of this Settlement, the Parties shall work together in
10 good faith to agree on a revised settlement agreement to address the Court's concerns. If the
11 Parties are unable to reach agreement, or the Court does not grant either preliminary or final
12 approval of the revised settlement, the Parties agree that this stipulation regarding class
13 certification will be revoked and the Parties will return to a point in litigation prior to the execution
14 of this Agreement.

15 **3. Procedural History.**

16 On September 17, 2018, Plaintiff filed a Class Action Complaint for Damages (i.e., the
17 Complaint).

18 On October 31, 2018, Plaintiff filed a First Amended Class Action Complaint for Damages,
19 which removed causes of action for alleged violations of California Labor Code sections 204 and
20 1174(d).

21 On December 26, 2018, Plaintiff filed a Second Amended Class Action Complaint for
22 Damages amending the allegations of his sixth cause of action pertaining to alleged inaccurate
23 wage statements by consolidating the putative sub class and damages sought with respect to this
24 claim.

25 On August 25, 2020, Plaintiff filed a Third Amended Class Action Complaint for Damages
26 adding Bostik, Inc. as a named defendant.

27 On July 9, 2021, Plaintiff filed a Fourth Amended Class Action Complaint for Damages
28 alleging an agency theory between Arkema Inc. and Bostik, Inc.

1 The Fifth Amended Complaint (also referred to as the Operative Complaint) alleges the
2 following causes of action against Defendants for: (1) failure to pay all overtime wages; (2) failure
3 to provide proper meal periods, and to properly provide premium pay in lieu thereof; (3) failure to
4 provide proper rest periods, and to properly provide premium pay in lieu thereof; (4) failure to pay
5 minimum wages; (5) failure to pay wages timely during employment; (6) failure to pay wages due
6 upon termination; (7) failure to provide accurate, itemized wage statements; (8) failure to maintain
7 requisite payroll records; (9) failure to reimburse business expenses; (10) violation of California
8 Business & Professions Code section 17200 et seq.; and (11) violation of the California Private
9 Attorneys General Act, California Labor Code section 2698, et seq.

10 The Parties have engaged in informal and formal discovery to understand the nature of the
11 allegations and the scope of potential liability of the Action. The Parties stayed formal discovery
12 to focus their efforts on potential resolution. Defendants provided Class Counsel with pertinent
13 data for the Settlement Class Members and PAGA Members so that the Parties could fully-
14 investigate the claims and understand their strengths and weaknesses.

15 On August 2, 2021, the Parties attended a full-day mediation with experienced mediator
16 Jeffrey Krivis, Esq. After a full-day's mediation, the Parties reached a settlement.

17 **4. Benefits of Settlement.**

18 Plaintiff and Class Counsel recognize the expense and length of continued proceedings
19 necessary to litigate their disputes through trial and through any possible appeals. Plaintiff has also
20 taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties
21 and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of
22 proof necessary to establish liability for the claims asserted in the Lawsuit, both generally and in
23 response to Defendants' defenses thereto, and the difficulties in establishing damages and
24 entitlement to recovery for the Settlement Class Members, State of California, and PAGA
25 Members. Plaintiff and Class Counsel have also taken into account Defendants' agreement to enter
26 into a settlement that confers substantial relief upon the Settlement Class Members, State of
27 California, and PAGA Members. Based on the foregoing, Class Counsel have concluded that
28 settlement for the consideration and on the terms set forth in this Settlement Agreement, is fair,

1 reasonable, and adequate and is in the best interest of the Settlement Class Members, State of
2 California, and PAGA Members in light of all known facts and circumstances, including the risk of
3 significant delay, defenses asserted by Defendants, numerous potential appellate issues, and other
4 risks inherent in litigation.

5 **5. Defendants' Reasons for Settlement.**

6 Defendants have concluded that any further defense of this litigation would be protracted
7 and expensive for all Parties. Substantial amounts of Defendants' time, energy, and resources have
8 been and, unless this Settlement is completed, will continue to be devoted to, the defense of the
9 claims asserted in the Action. Defendants has also taken into account the risks of further litigation
10 in reaching its decision to enter into this Settlement. Even though Defendants continue to contend
11 that they are not liable for any of the claims set forth by Plaintiff in the Lawsuit, Defendants have
12 agreed, nonetheless, to settle in the manner and upon the terms set forth in this Agreement to put to
13 rest the claims in the Lawsuit. Defendants contend that they have complied with all applicable
14 state, federal, and local laws.

15 **6. Settlement of Disputed Claims.**

16 This Agreement is a compromise of disputed claims. Defendants contend that the Released
17 Class Claims and Released PAGA Claims have no merit and do not give rise to liability. Plaintiff
18 has claimed and continues to claim that the claims asserted by him have merit and give rise to
19 liability on the part of Defendants. This Agreement is a compromise of disputed claims. Nothing
20 contained in this Agreement, no documents referred to herein, and no action taken to carry out this
21 Agreement, may be construed or used as an admission by or against Defendants, Defendants'
22 counsel, Plaintiff, the Settlement Class Members, PAGA Members, State of California, or Class
23 Counsel as to the merits or lack thereof of the claims asserted in the Lawsuit.

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1 **III. TERMS OF AGREEMENT**

2 **1. Release as To All Participating Class Members.**

3 As of the Effective Date and full funding of the Gross Settlement Fund, the Participating
4 Class Members, including Plaintiff, release the Released Parties from the Released Class Claims.
5 The release of Released Class Claims only covers those claims which occurred during the Class
6 Period during such time that the Settlement Class Member was classified as non-exempt, and
7 expressly excludes all other claims, including, and not limited to, claims for vested benefits, wrongful
8 termination, unemployment insurance, disability, social security, workers' compensation, claims
9 while classified as exempt, claims outside of the Class Period, and other claims that may not be
10 released by law.

11 **2. Release as to All PAGA Members and the State of California.**

12 As of the Effective Date and full funding of the Gross Settlement Fund, the PAGA Members,
13 including Plaintiff, and the State of California, release the Released Parties from the Released PAGA
14 Claims.

15 **3. General Release of Claims by Plaintiff.**

16 As of the Effective Date and full funding of the Gross Settlement Fund, in addition to the
17 releases stated above, Plaintiff, for himself and his heirs, successors and assigns, further waives,
18 releases, acquits and forever discharges the Released Parties from any and all claims, actions,
19 charges, complaints, grievances and causes of action, of whatever nature, whether known or
20 unknown, which exist or may exist on Plaintiff's behalf as of the date of this Agreement, including,
21 but not limited to, any and all tort claims, contract claims, wage claims, wrongful termination
22 claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims,
23 personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims,
24 fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or
25 other governmental statute, law, regulation or ordinance, including, but not limited to, claims for
26 violation of the Fair Labor Standards Act (FLSA), the California Labor Code, the Wage Orders of
27 California's Industrial Welfare Commission, other state wage and hour laws, the Americans with
28 Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement

1 Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment
2 and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's
3 Whistleblower Protection Act, California Business & Professions Code §§17200 et seq., and any
4 and all claims arising under any federal, state or other governmental statute, law, regulation or
5 ordinance. This release excludes claims that may not be released by law.

6 Plaintiff's release set forth herein includes a waiver of all rights under California Civil Code
7 § 1542, which provides:

8 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
9 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
10 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
11 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
12 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
13 **DEBTOR OR RELEASED PARTY.**

14 Plaintiff may hereafter discover claims or facts in addition to, or different from, those which
15 he now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever settle
16 and release any and all claims against the Released Parties, known or unknown, suspected or
17 unsuspected, which exist or may exist on behalf of or against the other at the time of execution of
18 this Agreement, including, but not limited to, any and all claims relating to or arising from
19 Plaintiff's employment with Defendants.

20 **4. Tax Liability.**

21 The Parties make no representations as to the tax treatment or legal effect of the payments
22 called for hereunder, and Settlement Class Members and PAGA Members are not relying on any
23 statement or representation by the Parties or their counsel in this regard. Participating Class
24 Members and PAGA Members understand and agree that they will be responsible for the payment
25 of taxes and penalties assessed on the payments described herein and will hold the Parties free and
26 harmless from and against any claims resulting from treatment of such payments as non-taxable
27 damages, including the treatment of such payment as not subject to withholding or deduction for
28 payroll and employment taxes.

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1 **5. Circular 230 Disclaimer.**

2 Each Party to this Agreement (for purposes of this section, the “acknowledging party” and
3 each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges
4 and agrees that (1) no provision of this Agreement, and no written communication or disclosure
5 between or among the Parties or their attorneys and other advisers, is or was intended to be, nor
6 shall any such communication or disclosure constitute or be construed or be relied upon as, tax
7 advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
8 amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own,
9 independent legal and tax counsel for advice (including tax advice) in connection with this
10 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other
11 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
12 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty
13 that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party
14 has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
15 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
16 acknowledging party of the tax treatment or tax structure of any transaction, including any
17 transaction contemplated by this Agreement.

18 **6. Preliminary Approval of Settlement.**

19 Promptly upon execution of this Agreement, Plaintiff will move the Court to grant
20 preliminary approval of this Settlement, certifying the Settlement Class for settlement purposes
21 only and setting a date for the Final Approval Hearing. All Parties agree to work diligently and
22 cooperatively to have this Settlement presented to the Court for preliminary approval. The
23 proposed preliminary approval order shall provide for the Class Notice to be sent to Settlement
24 Class Members and PAGA Members as specified herein.

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1 **7. Settlement Administrator.**

2 Upon the Court granting preliminary approval of this Agreement, Defendants shall provide
3 the Settlement Administrator with the Class Information within seven (7) business days for
4 purposes of mailing the Class Notice to the Settlement Class Members and PAGA Members. No
5 later than three (3) business days after receipt of the Class Information, the Settlement
6 Administrator shall notify counsel for the Parties that the list has been received and state the
7 number of Settlement Class Members and PAGA Members included in the Class Information.

8 **8. Notice by First Class U.S. Mail.**

9 Upon receipt of the Class Information, the Settlement Administrator will perform a search
10 based on the National Change of Address Database to update and correct any known or identifiable
11 address changes. Within thirty (30) calendar days of Preliminary Approval, the Settlement
12 Administrator shall mail copies of the Notice of Class Action Settlement to all Settlement Class
13 Members and PAGA Members via regular First-Class U.S. Mail. The Settlement Administrator
14 shall exercise its best judgment to determine the current mailing address for each Settlement Class
15 Member (or PAGA Member), including performing a skip-trace to identify any updated addresses.
16 The address identified by the Settlement Administrator as the current mailing address shall be
17 presumed to be the best mailing address for each Settlement Class Member (or PAGA Member).

18 **9. Undeliverable Notices.**

19 Any Class Notice returned to the Settlement Administrator as undeliverable on or before
20 the Response Deadline shall be re-mailed once to the forwarding address affixed thereto. If no
21 forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a
22 correct address by use of skip-tracing, or other search using the name, address and/or Social
23 Security number of the Settlement Class Member (or PAGA Member) whose Class Notice was
24 undeliverable, and shall then re-mail all returned, undelivered Class Notices within five (5)
25 calendar days of receiving notice that a Class Notice was undeliverable. Settlement Class
26 Members (or PAGA Members) who receive a re-mailed Notice of Class Action Settlement shall
27 have their Response Deadline extended by fifteen (15) calendar days from the date of re-mailing.
28

1 **10. Compensable Work Weeks Disputes.**

2 Settlement Class Members will have the opportunity, should they disagree with their
3 Compensable Work Weeks stated on their Class Notice, to submit a Compensable Work Weeks
4 Dispute to the Settlement Administrator on or before the Response Deadline, which must include
5 all information required by this Settlement Agreement. If there is a valid and timely Compensable
6 Work Weeks Dispute, the Settlement Administrator will consult with the Parties to resolve and
7 determine the number of eligible Compensable Work Weeks that the disputing Settlement Class
8 Member should be credited with under the Settlement. The Settlement Administrator shall
9 determine the eligibility for, and the amounts of, any Individual Settlement Payments under the
10 terms of this Agreement. The Settlement Administrator's determination of the eligibility for and
11 amount of any Individual Settlement Payment shall be binding upon the Settlement Class Members
12 and the Parties. In the absence of circumstances indicating fraud, manipulation or destruction,
13 Defendants' records will be given a rebuttable presumption of accuracy.

14 **11. Disputes Regarding Administration of Settlement.**

15 Any disputes not resolved by the Settlement Administrator concerning the administration of
16 the Settlement will be resolved by the Court, under the laws of the State of California. Prior to any
17 such involvement of the Court, counsel for the Parties will confer in good faith to resolve the
18 disputes without the necessity of involving the Court.

19 **12. Requests for Exclusion from the Class Settlement.**

20 The Class Notice shall state that Settlement Class Members who wish to exclude
21 themselves from the Class Settlement must submit a valid and timely Request for Exclusion on or
22 before the Response Deadline, which must include all information required by this Settlement
23 Agreement. The date of the postmark on the return mailing envelope or fax stamp on the Request
24 for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has
25 been timely submitted. If the Settlement Administration is unsure of the validity of a Request for
26 Exclusion, it must provide a copy of the Request for Exclusion to the Parties to review and make a
27 determination as to its validity. Any Settlement Class Member who requests to be excluded from
28 the Class Settlement will not be entitled to any Individual Settlement Payment and will not be

bound by the terms of the Class Settlement or have any right to object, appeal, or comment thereon, however, PAGA Members will be bound to the PAGA Settlement and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Class Settlement and the Final Approval Order and Judgment entered in this Lawsuit if the Class Settlement is approved by the Court. No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a complete list of all Settlement Class Members who have submitted a valid and timely Request for Exclusion.

13. Notices of Objection to Class Settlement.

The Class Notice shall state that Settlement Class Members who do not submit a Request for Exclusion who wish to object to the Class Settlement may do so in person at the Final Approval Hearing and/or in writing by submitting a Notice of Objection to the Settlement Administrator on or before the Response Deadline, which must include all information required by this Settlement Agreement. The date of mailing on the envelope or the date of the fax transmission shall be deemed the exclusive means for determining that a Notice of Objection was timely received. The Settlement Administrator shall provide copies of any Notices of Objection to counsel for the Parties within three (3) calendar days of receipt. Class Counsel will ensure that any Notices of Objection received by the Settlement Administrator on or before the Response Deadline are filed with the Court along with the motion for final approval. Either of the Parties may file a responsive document to any Notice of Objection at least ten (10) calendar days before the Final Approval Hearing, or as otherwise ordered by the Court. Class Counsel shall not represent any Settlement Class Members with respect to any such objections.

Any Class Member who fails to submit a complete and timely Notice of Objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Class Settlement whether by appeal or otherwise.

1 **14. No Solicitation of Settlement Objections or Exclusions.**

2 The Parties agree to use their best efforts to carry out the terms of this Settlement. At no
3 time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class
4 Members to object to the Class Settlement, submit Requests for Exclusion, or to appeal from the
5 Court's Final Approval Order and Judgment.

6 **15. Funding and Allocation of Gross Settlement Fund.**

7 No later than fourteen (14) calendar days after the Effective Date, Defendants shall provide
8 the Gross Settlement Fund to the Settlement Administrator to fund the Settlement, as set forth in
9 this Agreement, and the Employer Taxes. Defendants will not be obligated to make any payments
10 contemplated by this Agreement unless and until the Court enters the Final Approval Order and
11 Judgment, and after the Effective Date of the Agreement. Within seven (7) calendar days of the
12 receipt of the Gross Settlement Fund, the Settlement Administrator shall make the following
13 Settlement payments as specified in this Settlement Agreement: (a) Individual Settlement
14 Payments to Participating Class Members; (b) Individual PAGA Payments to PAGA Members; (c)
15 LWDA Payment to the LWDA; (d) Class Representative Service Award to Plaintiff; (e) Class
16 Counsel Award to Class Counsel; and (f) Settlement Administrator Costs to itself (the Settlement
17 Administrator).

18 **16. Net Settlement Fund.**

19 The Net Settlement Fund will be determined by the Settlement Administrator by subtracting
20 the Court-approved Class Counsel Award, Class Representative Service Award, PAGA Payment,
21 and Settlement Administrator Costs from the Gross Settlement Fund.

22 **17. Individual Settlement Payments.**

23 a. All Individual Settlement Payments will be allocated as follows: twenty
24 percent (20%) as wages, which will be reported on IRS Form W-2, and eighty percent (80%) as
25 interest, penalties, and non-wage damages which will be reported on IRS Form 1099 (if
26 applicable).

27 b. Individual Settlement Payments will be paid from the Net Settlement Fund
28 and shall be paid pursuant to the settlement formula set forth herein. Participating Class Members

will be paid on a pro-rata basis based on their Compensable Work Weeks. A Participating Class Member's Individual Settlement Payment will be based on the following: the Net Settlement Fund will be divided by the total number of Compensable Work Weeks worked by all Participating Class Members, the product of which is the "Compensable Class Work Weeks Value"; the Compensable Class Work Weeks Value will be multiplied by the individual number of Compensable Work Weeks for each Participating Class Member, which equals the Individual Settlement Payment that each Participating Class Member will be paid, reduced as necessary to account for the employee's mandatory payroll withholdings. The Individual Settlement Payment amount due to each Participating Class Member shall be paid in the form of a check to each Participating Class Member.

18. Individual PAGA Payments.

a. The Settlement Administrator shall have the option to combine an Individual Settlement Payment and Individual PAGA Payment into a single check or single mailing.

b. All Individual PAGA Payments will be allocated as one hundred percent (100%) penalties, which will be reported on IRS Form 1099 (if applicable).

c. Individual PAGA Payments will be paid from the PAGA Payment and shall be paid pursuant to the settlement formula set forth herein. PAGA Members will be paid on a pro-rata basis based on their Compensable Work Weeks. A PAGA Member's Individual PAGA Payment will be based on the following: 25% of the PAGA Payment will be divided by the total number of Compensable Work Weeks worked by all PAGA Members, the product of which is the "Compensable PAGA Work Weeks Value"; the Compensable PAGA Work Weeks Value will be multiplied by the individual number of Compensable Work Weeks for each PAGA Member, which equals the Individual PAGA Payment that each PAGA Member will be paid. The Individual PAGA Payment amount due to each PAGA Member shall be paid in the form of a check to each PAGA Member.

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1 **19. Unclaimed Settlement Payment(s).**

2 Individual Settlement Payment and Individual PAGA Payment checks will be valid and
3 negotiable for one hundred and eighty (180) days from the date of issuance, and thereafter will be
4 cancelled. The funds attributable to unclaimed, undeliverable, or expired Individual Settlement
5 Payment or Individual PAGA Payment checks (“leftover funds”) will be transmitted to the
6 California State Controller’s Unclaimed Property Division in the name of the Participating Class
7 Members and PAGA Members who did not negotiate their checks. If, for some reason, the Court
8 does not approve the treatment of leftover funds, the Parties agree the leftover funds will be
9 transmitted to Bet Tzedek Employment Rights Project. The Parties and their counsel each
10 represent that they do not have any financial interest in, or otherwise have a relationship with, Bet
11 Tzedek Employment Rights Project that could create a conflict of interest.

12 **20. Class Representative Service Award.**

13 Plaintiff will request that the Court approve a Class Representative Service Award of up to
14 \$7,500. The Settlement Administrator shall issue an IRS Form 1099 – MISC to Plaintiff for his
15 respective Class Representative Service Award. Plaintiff shall be solely and legally responsible to
16 pay any and all applicable taxes on his Class Representative Service Award and shall hold
17 harmless Defendants and Class Counsel from any claim or liability for taxes, penalties, or interest
18 arising as a result of the Class Representative Service Award. The Class Representative Service
19 Award shall be in addition to the Plaintiff’s Individual Settlement Payment as a Participating Class
20 Member and Individual PAGA Payment as a PAGA Member. Any amount requested by Plaintiff
21 for the Class Representative Service Award and not granted by the Court shall return to the Net
22 Settlement Fund and be distributed to Participating Class Members as provided in this Agreement.

23 **21. Class Counsel Award.**

24 Class Counsel will request that the Court approves attorneys’ fees in the amount of up to
25 thirty-five percent (35%) of the Gross Settlement Fund. This amount is currently anticipated to be
26 \$385,000. Class Counsel will request that the Court approve the reimbursement of any litigation
27 costs and expenses associated with Class Counsel’s prosecution of this matter from the Gross
28 Settlement Fund not to exceed \$34,000. Class Counsel shall be solely and legally responsible to

1 pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement
2 Administrator shall issue an IRS Form 1099 – MISC to Class Counsel for the payments made
3 pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Class
4 Counsel any particular amount in attorneys’ fees and costs. Any amount requested by Class
5 Counsel for the Class Counsel Award and not granted by the Court shall return to the Net
6 Settlement Fund and be distributed to Participating Class Members as provided in this Agreement.
7 With respect to the Court-approved Class Counsel Award to Class Counsel, the Settlement
8 Administrator may purchase an annuity to utilize United States Treasuries and bonds or other
9 attorney fee deferral vehicles for Class Counsel, and any additional expenses for doing so shall be
10 paid separately by Class Counsel and shall not be included within the Settlement Administrator
11 Costs.

12 **22. Settlement Administrator Costs.**

13 The Parties agree to allocate up to \$7,000 of the Gross Settlement Fund for Settlement
14 Administrator Costs. The Parties agree to cooperate in the Settlement administration process and
15 to make all reasonable efforts to control and minimize the cost and expenses incurred in
16 administration of the Settlement. Any portion of the estimated, designated, and/or awarded
17 Settlement Administrator Costs which are not in fact awarded or required to fulfill payment to the
18 Settlement Administrator to undertake the required settlement administration duties will become
19 part of the Net Settlement Fund.

20 **23. Responsibilities of the Settlement Administrator.**

21 The Settlement Administrator shall be responsible for the following: processing and
22 mailing payments to Plaintiff, Class Counsel, Participating Class Members, PAGA Members, and
23 the LWDA; printing, and mailing the Class Notice to the Settlement Class Members and PAGA
24 Members; printing and mailing tax forms to the Participating Class Members and PAGA Members;
25 receiving and reporting Requests for Exclusion, Notices of Objection, and Compensable Work
26 Weeks Disputes; providing declaration(s) as necessary in support of preliminary and/or final
27 approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the
28 Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely

apprised of the performance of all Settlement Administrator responsibilities.

24. PAGA Payment.

Subject to Court approval, a total payment of \$150,000 from the Gross Settlement Fund will be allocated as the PAGA Payment to be paid as penalties under the California Labor Code Private Attorneys General Act of 2004. Seventy-five percent (75%) of the PAGA Payment (\$112,500) will be paid to the LWDA and the remaining twenty-five (25%) (\$37,500) shall be distributed to PAGA Members.

25. Final Approval Hearing and Entry of Final Approval Order and Judgment.

Upon expiration of the Response Deadline, with the Court's permission, the Final Approval Hearing shall be conducted to determine final approval of the Settlement along with the amounts properly payable for: (i) the Class Counsel Award; (ii) the Class Representative Service Award; (iii) Individual Settlement Payments; (iv) Individual PAGA Payments; (v) the Settlement Administrator Costs; and (vi) LWDA Payment.

26. Final Approval Order and Judgment.

Plaintiff will request that the Court enter, after the Final Approval Hearing, the Final Approval Order and Judgment in the form attached hereto as **Exhibit C**. Plaintiff will request that the Final Approval Order and Judgment certify the Settlement Class; find that this Agreement is fair, just, adequate, and in the best interests of the Participating Class Members, State of California, and PAGA Members; and require the Parties to carry out the provisions of this Agreement.

27. Nullification of Settlement Agreement.

In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court denies final approval of the Settlement; (iii) the Court refuses to enter the Final Approval Order and Judgment as provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgement entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. To the extent the total number of opt outs from the Class Settlement exceed ten percent (10%), Defendants have the option to nullify this Settlement prior to the Final Approval Hearing via a written notice to Class Counsel. If one or more of such events occur causing the Settlement Agreement to become null

and void, the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by the party terminating the Settlement or Defendants will be solely responsible for the costs incurred for the settlement administration should they exercise their option to nullify this agreement. In the event an appeal is filed from the Court's Final Approval Order and Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, but any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final Approval Order and Judgment, or any other appellate review, shall be paid to the Settlement Administrator by Defendants within thirty (30) calendar days of said notification.

28. Increase in Compensable Work Weeks.

Defendants represented to Class Counsel that the Compensable Work Weeks for the period September 17, 2014 to July 28, 2021 is estimated to be 18,427. To the extent the number of Compensable Work Weeks for the Class Period exceeds 18,427 by more than ten percent (10%), it will trigger an escalation of the Gross Settlement Fund whereby the Gross Settlement Fund shall increase by one percent (1%) for every one percent (1%) increase in Compensable Work Weeks over the ten percent (10%) threshold. If the increase causes an increase of the cost of the Settlement Administrator Costs beyond the amount that has been approved by the Court, Defendants shall separately bear the increased cost of Settlement Administrator Costs outside of the Gross Settlement Fund. If Defendants fail to increase the Gross Settlement Fund proportionately or remit payment of the increased cost of Settlement Administrator Costs, the Parties shall work together in good faith to resolve any dispute regarding the increase of the Gross Settlement Fund or increased cost of Settlement Administrator Costs.

29. No Effect on Employee Benefits.

The amounts paid to Plaintiff, other Participating Class Members, or other PAGA Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiff, Participating Class Members, or PAGA Members.

1 **30. No Admission by Defendants.**

2 Defendants deny any liability or wrongdoing of any kind associated with the claims
3 asserted in Plaintiff's Operative Complaint and LWDA Notice, dispute the damages and penalties
4 claimed by Plaintiff, and further contend that, for any purpose other than settlement, Plaintiff's
5 claims are not appropriate for class or representative action treatment. Defendants deny any and all
6 wrongdoing whatsoever. This Agreement is not a concession or admission, and shall not be used
7 against Defendants as an admission or indication with respect to any claim of any fault, concession,
8 or omission by Defendants. Nothing contained in this Settlement, no documents referred to herein,
9 and no action taken to carry out this Settlement, shall be construed or used as an admission by or
10 against Defendants as to the merits or lack thereof of the claims asserted in this Lawsuit.
11 Defendants contend, among other things, that, at all times, they have complied with all applicable
12 state, federal and local laws related to the Settlement Class Members' and PAGA Members'
13 employment.

14 **31. Exhibits and Headings.**

15 The terms of this Agreement include the terms set forth in any attached exhibit, which are
16 incorporated by this reference as though fully set forth herein. Any exhibit to this Agreement is an
17 integral part of the Settlement. The descriptive headings of any paragraphs or sections of this
18 Agreement are inserted for convenience of reference only and do not constitute a part of this
19 Agreement.

20 **32. Interim Stay of Proceedings.**

21 The Parties agree to stay all proceedings in the Action (including, and not limited to, the
22 deadline to bring the Action to trial under California Code of Civil Procedure section 583.310),
23 except such proceedings necessary to implement and complete the Settlement, pending the Final
24 Approval Hearing to be conducted by the Court.

25 **33. Amendment or Modification.**

26 Prior to Preliminary Approval, this Agreement may be amended or modified only by a
27 written instrument signed by counsel for all Parties or their successors-in-interest. After
28 Preliminary Approval, this Settlement may be amended or modified only by a written instrument

signed by counsel for all Parties or their successors-in-interest, and approved by the Court.

34. Entire Agreement.

Apart from the Memorandum Agreement executed by the Parties and their counsel, which the Parties specifically agree to integrate herein, this Agreement and any attached exhibit constitute the entire Agreement, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its exhibit other than the representations, warranties, and covenants contained and memorialized in the Agreement and its exhibit. The Parties are entering into this Agreement based solely on the representations and warranties herein and not based on any promises, representation, and/or warranties not found herein.

35. Authorization to Enter into Settlement Agreement.

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

36. Binding on Successors and Assigns.

This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

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1 **37. California Law Governs.**

2 All terms of this Agreement and the exhibit hereto shall be governed by and interpreted
3 according to the laws of the State of California.

4 **38. Counterparts.**

5 This Agreement may be executed in one or more counterparts. All executed counterparts
6 and each of them, including facsimile, electronic, and scanned copies of the signature page, shall
7 be deemed to be one and the same instrument.

8 **39. Jurisdiction of the Court.**

9 The Parties agree that the Court shall retain jurisdiction with respect to the interpretation,
10 implementation and enforcement of the terms of this Agreement and all orders and judgments
11 entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction
12 of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in
13 this Agreement and all orders and judgments entered in connection therewith.

14 **40. Invalidity of Any Provision.**

15 Before declaring any provision of this Agreement invalid, the Court shall first attempt to
16 construe the provisions valid to the fullest extent possible consistent with applicable precedents so
17 as to define all provisions of this Agreement valid and enforceable.

18 **41. Publicity.**

19 Plaintiff and Class Counsel agree not to disclose or publicize this Settlement, including the
20 facts of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any
21 manner or form, directly or indirectly, to any person or entity, except potential Settlement Class
22 Members and as shall be contractually required to effectuate the terms of the Settlement. For the
23 avoidance of doubt, this section means Plaintiff and Class Counsel agree not to issue press releases,
24 communicate with, or respond to any media or publication entities, publish information in manner
25 or form, whether printed or electronic, on any medium or otherwise communicate, whether by
26 print, video, recording or any other medium, with any person or entity concerning the Settlement,
27 including the facts of the Settlement, its terms or contents and the negotiations underlying the
28 Settlement, except as shall be contractually required to demonstrate that the Settlement Class

1 should be certified for purposes of the Settlement and/or to effectuate the terms of the Settlement.
2 However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in
3 other actions, Class Counsel may disclose the name of the Parties in this action and the venue/case
4 number of this action (but not any other settlement details) for such purposes. Nothing herein will
5 restrict Class Counsel from including publicly available information regarding this Settlement in
6 future judicial submissions regarding Class Counsel's qualifications and experience. Furthermore,
7 Plaintiff and Class Counsel will undertake any and all disclosures required to be made to the
8 LWDA in conformity with PAGA.

9 **42. No Unalleged Claims.**

10 Plaintiff and Class Counsel represent that they, as of the date of execution of this
11 Settlement, are not currently aware of any unalleged claims in addition to, or different from, those
12 which are finally and forever settled and released against the Released Parties by this Settlement,
13 and are not currently aware of any unalleged facts or legal theories upon which any claims or
14 causes of action could be brought against Defendants, except such facts and theories specifically
15 alleged in the Operative Complaint in this Action. Plaintiff and Plaintiff's Counsel further
16 represent that, other than the Action, they have no current intention of asserting any other claims
17 against Defendants in any judicial or administrative forum, and that they do not currently represent
18 any persons who have expressed any interest in pursuing litigation or seeking any recovery against
19 Defendants. Nothing in this Paragraph will be construed as a restraint on the right of any counsel
20 to practice.

21 **43. Notice of Settlement to LWDA.**

22 Plaintiff will submit this Agreement to the LWDA as required by California Labor Code
23 Section 2699(1)(2) at the same time that it is submitted to the Court for preliminary approval.

24 **44. Notices.**

25 All notices, demands, and other communications to be provided concerning this
26 Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set
27 forth below, or such other addresses as either Party may designate in writing from time to time:
28

To Plaintiff and Class Counsel:

Edwin Aiwarzian, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

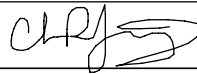
To Defendants:

Evan R. Moses
Aaron H. Cole
**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**
400 South Hope Street, Suite 1200
Los Angeles, California 90071

WHEREFORE, Plaintiff, on behalf of himself and the Settlement Class Members, State of California, and PAGA Members, and Defendants have executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

Dated: 03/04/2022

By: 
CHRISTOPHER RODRIGUEZ

Dated: _____

By: _____
[Full Name]
[Title]
On behalf of ARKEMA INC. and
BOSTIK, INC.

APPROVED AS TO FORM:

DATED: March 4, 2022

LAWYERS for JUSTICE, PC

By: 
Edwin Aiwarzian
Arby Aiwarzian
Joanna Ghosh

Attorneys for Plaintiff
CHRISTOPHER RODRIGUEZ

To Plaintiff and Class Counsel:

Edwin Aiwazian, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendants:

Evan R. Moses
Aaron H. Cole
**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**
400 South Hope Street, Suite 1200
Los Angeles, California 90071

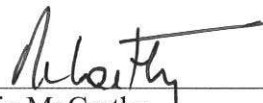
WHEREFORE, Plaintiff, on behalf of himself and the Settlement Class Members, State of California, and PAGA Members, and Defendants have executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

Dated: _____

By: _____
CHRISTOPHER RODRIGUEZ

Dated: March 17, 2022

By: 
Patricia McCarthy
Senior Vice President and CFO
On behalf of ARKEMA INC. and
BOSTIK, INC.

APPROVED AS TO FORM:

DATED: _____, 2022

LAWYERS for JUSTICE, PC

By: _____
Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh

Attorneys for Plaintiff
CHRISTOPHER RODRIGUEZ

1 DATED: March 17, 2022

2 OGLETREE, DEAKINS, NASH, SMOAK &
3 STEWART, P.C.

4 
5 By: _____
6 Evan R. Moses
7 Aaron H. Cole

8 Attorneys for Defendants
9 ARKEMA INC. and BOSTIK, INC.
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EXHIBIT A

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL APPROVAL HEARING DATE

CHRISTOPHER RODRIGUEZ v. ARKEMA INC. AND BOSTIK, INC.
Superior Court of the State of California, County of Los Angeles
Case No.: BC721328

A class action lawsuit in the case entitled *Christopher Rodriguez v. Arkema Inc., et al.*, Los Angeles County Superior Court, Case No. BC721328 (“Action”) has been reached between Plaintiff Christopher Rodriguez (“Plaintiff”) and Defendants Arkema Inc. and Bostik, Inc. (“Defendants”) (Plaintiff and Defendants are collectively referred to as the “Parties”), which may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this Notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

- The “Settlement Class Members” or “Settlement Class” means all current and former non-exempt employees who were employed by Defendants in California during the period September 17, 2014 to November 1, 2021.
- The “Class Period” means the time period from September 17, 2014 to November 1, 2021.
- The “Class Settlement” means the settlement and resolution of Released Class Claims (as defined in Section 8 below).
- The “PAGA Members” means all current and former non-exempt employees who were employed by Defendants in California during the period September 17, 2014 to November 1, 2021.
- The “PAGA Settlement” means the settlement and resolution of Released PAGA Claims (as defined in Section 8 below).
- You are receiving this Notice because the records reflect that you may be a Settlement Class Member and PAGA Member.
- There has been a settlement that affects your rights. Although the Court has authorized the Parties to provide this Notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff’s claims or Defendants’ defenses.
- You will not be penalized or retaliated against by Defendants for participating in this class action settlement. If you are currently employed by either of the Defendants, your employment will not be affected in any way. Current employees of Defendants who choose to participate in the settlement will not be required to resign and can continue to work for Defendants.
- You have several options available to you:

DO NOTHING	By doing nothing, you <u>will</u> receive a share of the settlement proceeds, and you will give up any rights to sue for Released Class Claims and Released PAGA Claims described in Section 8 below.
ASK TO BE EXCLUDED (OPT OUT)	Exclude yourself from the Class Settlement. See Section 9 below for instructions. If you ask to be excluded from the Class Settlement, you <u>will not</u> receive an Individual Settlement Payment and you <u>will not</u> be bound by the terms of the Class Settlement, and you will release the Released Class Claims described in Section 8 below. You will be automatically included in the PAGA Settlement and issued your Individual PAGA Payment, irrespective of whether you have excluded yourself from the Class Settlement. This means you will be bound by the terms of the PAGA Settlement, and you will release the Released PAGA Claims described in Section 8 below.
OBJECT	Object to the terms of the Class Settlement. See Section 10 below for instructions.

Your options are explained in this Notice.
To opt out or object to the Class Settlement, you must act by [RESPONSE DEADLINE].

1. Why did I get this Notice?

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of the Settlement Class and PAGA Members. You have received this Notice because Defendants' records indicate that you are a "Settlement Class Member" and "PAGA Member". This means you are eligible to receive payments from this settlement.

2. What is this lawsuit about?

On September 17, 2018, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. BC721328.

On October 31, 2018, Plaintiff filed a First Amended Class Action Complaint for Damages.

On December 26, 2018, Plaintiff filed a Second Amended Class Action Complaint for Damages.

On August 25, 2020, Plaintiff filed a Third Amended Class Action Complaint for Damages.

On July 9, 2021, Plaintiff filed a Fourth Amended Class Action Complaint for Damages.

On August 10, 2021, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that were allegedly violated ("LWDA Notice").

On January 4, 2022, Plaintiff filed a Fifth Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698 Et Seq ("Operative Complaint"). The Operative Complaint asserts the following allegations on behalf of all proposed class members: (1) failure to pay all overtime wages; (2) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (3) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (4) failure to pay minimum wages; (5) failure to pay wages timely during employment; (6) failure to pay wages due upon termination; (7) failure to provide accurate, itemized wage statements; (8) failure to maintain requisite payroll records; (9) failure to reimburse business expenses; (10) violation of California Business & Professions Code section 17200 et seq.; and (11) violation of the California Private Attorneys General Act, California Labor Code section 2698, et seq.

Defendants deny these allegations and contend that they have complied with the requirements of California law.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff's allegations or Defendants' defenses.

4. Why did this case settle?

The Parties reached a settlement and have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims ("Settlement") in order to avoid the risk and expense of further litigation. Plaintiff and his attorneys believe the proposed settlement is fair, adequate and in the best interest of all Settlement Class Members and PAGA Members given the outcome of their investigation, the time and resources required in connection with further litigation, the risks as to the outcome, and the uncertainty in the law governing some of the claims presented. Although Defendants dispute Plaintiff's claims and maintain that they have complied with all of their legal obligations toward their employees, Defendants have also concluded that further litigation would be protracted and expensive and would also divert management and employee time.

5. What are the terms of the settlement and how much will I receive?

The Gross Settlement Fund is \$1,100,000.00. Under the proposed settlement, the following amounts will be deducted before any payments are made to Participating Class Members, subject to final approval by the Court:

Class Representative Service Award:	not to exceed \$7,500
Class Counsel Award:	not to exceed 35% of the Gross Settlement Fund (currently anticipated to

	be \$385,000) for attorneys' fees
	not to exceed \$34,000 for litigation costs and expenses
PAGA Payment:	\$150,000
Settlement Administrator Costs:	\$7,000

After these deductions, the portion that is available to be divided amongst the Settlement Class Members receiving this Notice is referred to as the "Net Settlement Fund".

Each Settlement Class Member's estimated share of the Net Settlement Fund ("Individual Settlement Payment") shall be determined on a pro rata basis based upon the number of weeks during the Class Period in which Settlement Class Members recorded time worked for Defendants in the State of California, which is to be determined based on Defendants' records ("Compensable Work Weeks"). A Settlement Class Member's Individual Settlement Payment will be calculated as follows: the Net Settlement Fund will be divided by the total number of Compensable Work Weeks worked by all Settlement Class Members, the product of which is the "Compensable Class Work Weeks Value"; the Compensable Class Work Weeks Value will be multiplied by the individual number of Compensable Work Weeks for each Settlement Class Member, to yield each Settlement Class Member's Individual Settlement Payment. Participating Class Members (i.e., Settlement Class Members who do not submit a valid and timely Request for Exclusion) will be issued payment for their final Individual Settlement Payment.

All Individual Settlement Payments will be allocated as follows: twenty percent (20%) as wages, which will be reported on IRS Form W-2, and eighty percent (80%) as interest, penalties, and non-wage damages, which will be reported on IRS Form 1099 (if applicable). Each Individual Settlement Payment will be subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payments. The employer's share of payroll taxes and contributions with respect to the wages portion of Individual Settlement Payments shall be paid by Defendants separately and in addition to the Gross Settlement Fund.

The amount of \$150,000 is allocated toward civil penalties under the Private Attorneys General Act (i.e., PAGA Payment). The PAGA Payment will be distributed 75% (i.e., \$112,500) to the LWDA ("LWDA Payment") and the remaining 25% (i.e., \$37,500) will be distributed to PAGA Members.

Each PAGA Member's estimated individual share of the 25% portion of the PAGA Payment ("Individual PAGA Payment") shall be determined on a pro rata basis based on their Compensable Work Weeks. A PAGA Member's Individual PAGA Payment will be calculated as follows: 25% of the PAGA Payment will be divided by the total number of Compensable Work Weeks worked by all PAGA Members, the product of which is the "Compensable PAGA Work Weeks Value"; the Compensable PAGA Work Weeks Value will be multiplied by the individual number of Compensable Work Weeks for each PAGA Member to yield each PAGA Member's Individual PAGA Payment.

All Individual PAGA Payments will be allocated as one hundred percent (100%) penalties, which will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$ [REDACTED].
The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].

The settlement approval process may take multiple months. Your Individual Settlement Payment and Individual PAGA Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment may be higher or lower.

6. What if I disagree with the number of workweeks shown?

According to Defendants' records, the total number of Compensable Work Weeks that you worked as a Settlement Class Member and PAGA Member is [REDACTED]. If you disagree with this information and would like someone to look into the matter, please follow the procedure below.

If you believe the information in the Notice is incorrect regarding the number of Compensable Work Weeks attributed to you, you will need to submit a letter disputing the number of Compensable Work Weeks to which you have been credited (“Compensable Work Weeks Dispute”), which must be in writing and: (1) contain the case name and number of the Action (*Christopher Rodriguez v. Arkema Inc., et al.*, Case No. BC721328); (2) contain your full name, address, telephone number, and last four (4) digits of your Social Security number; (3) contain a statement that you dispute the number of Compensable Work Weeks credited to you and what you contend is the correct number to be credited; (4) contain information and/or documentation demonstrating that the number of Compensable Work Weeks that you contend should be credited to you is correct; (5) be signed by you; and (6) be postmarked or fax stamped on or before [Response Deadline] and returned to the Settlement Administrator at the specified address or fax number below:

Settlement Administrator
mailing address
fax number

Class Counsel, Defendants’ Counsel, and the Settlement Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. In the event they are unable to resolve any dispute under this Section, the Settlement Administrator shall review all information, material and documents and make a decision regarding the dispute.

7. What do I have to do to receive a share of the settlement?

If you wish to receive payments under the terms of this settlement, you do not have to do anything. However, please make sure the Settlement Administrator always has your current mailing address on file to ensure you receive any settlement payment you are entitled to. If you move, call or e-mail the Settlement Administrator to provide your new address at the contact information provided in Section 13, below.

Individual Settlement Payment and Individual PAGA Payment checks will be valid and negotiable for 180 days after issuance, and thereafter, will be cancelled and the funds will be transmitted to the California Controller’s Office Unclaimed Property Division. In no event will any of the funds revert to Defendants.

8. What rights am I giving up?

As of the Effective Date and full funding of the Gross Settlement Fund, the Participating Class Members, including Plaintiff, release the Released Parties from the Released Class Claims. The release of Released Class Claims only covers those claims which occurred during the Class Period during such time that the Settlement Class Member was classified as non-exempt, and expressly excludes all other claims, including, and not limited to, claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, claims while classified as exempt, claims outside of the Class Period, and other claims that may not be released by law.

As of the Effective Date and full funding of the Gross Settlement Fund, the PAGA Members, including Plaintiff, and the State of California, release the Released Parties from the Released PAGA Claims.

“Released Class Claims” means any and all claims that were alleged in the Operative Complaint or which could have been alleged based on the facts alleged in the Operative Complaint, arising during the period from September 17, 2014 to November 1, 2021, including claims for: (1) failure to pay all regular wages, overtime wages, and minimum wages; (2) failure to properly calculate the regular rate of pay for payment of overtime wages; (3) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (4) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (5) failure to pay all wages timely during employment; (6) failure to pay all wages timely at the time of termination; (7) failure to provide complete, accurate or properly formatted wage statements; (8) failure to keep required payroll records; (9) failure to reimburse business expenses; (10) unfair business practices that could have been premised on the claims, causes of actions or legal theories of relief described above or any of the claims, causes of actions or legal theories of relief that were pleaded in the Operative Complaint; (11) any other claims or penalties under the wage and hour laws pleaded in the Action; and (12) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief.

“Released PAGA Claims” means any and all claims under the California Labor Code Private Attorneys General Act of 2004 that were alleged in the LWDA Notice or which could have been alleged based on the facts alleged in the LWDA

Notice, arising during the period from September 17, 2014 to November 1, 2021, for: (1) failure to pay all regular wages, overtime wages, and minimum wages; (2) failure to properly calculate the regular rate of pay for payment of overtime wages; (3) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (4) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (5) failure to pay all wages timely during employment; (6) failure to pay all wages timely at the time of termination; (7) failure to provide complete, accurate or properly formatted wage statements; (8) failure to pay keep required payroll records; and (9) failure to reimburse business expenses.

9. What if I do not wish to participate in the Class Settlement?

Anyone not wishing to participate in the Class Settlement may exclude himself or herself (“opt out”) by submitting a letter (“Request for Exclusion”), which must be in writing and: (1) contain the case name and number of the Action (*Christopher Rodriguez v. Arkema Inc., et al.*, Case No. BC721328); (2) contain your full name, address, telephone number, and last four (4) digits of your Social Security number; (3) contain a statement expressing that you elect to be excluded from the Class Settlement; (4) be signed by you; and (4) be postmarked or fax stamped on or before [Response Deadline] and returned to the Settlement Administrator at the specified address or fax number in Section 6 above.

Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Participating Class Member, will not receive an Individual Settlement Payment, and will not be bound by the release of Released Class Claims. An individual who submits a valid Request for Exclusion may not object to the Class Settlement. PAGA Members will be bound to the PAGA Settlement and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

10. What if I have an objection to the Class Settlement?

A Participating Class Member may object to the Class Settlement by submitting a written objection (“Notice of Objection”), which must be in writing and: (1) contain the case name and number of the Action (*Christopher Rodriguez v. Arkema Inc., et al.*, Case No. BC721328); (2) contain your full name, address, telephone number, and last four (4) digits of your Social Security number; (3) contain a statement of the basis for the objection to the Class Settlement accompanied by any legal support for such objection; (4) be signed by you; (5) indicate whether you intend to appear at the Final Approval Hearing; and (6) be postmarked or fax stamped on or before [Response Deadline] and returned to the Settlement Administrator at the specified address or fax number in Section 6 above.

Any Participating Class Member may make an objection at the Final Approval Hearing with or without submitting a Notice of Objection. The Participating Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval Hearing to present his or her objection directly to the Court.

Any Participating Class Member who fails to submit a timely Notice of Objection or to present an objection orally at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Class Settlement whether by appeal or otherwise.

<u>Class Counsel:</u>	<u>Counsel for ARKEMA INC. and BOSTIK, INC.</u>
LAWYERS for JUSTICE, PC EDWIN AIWAZIAN edwin@calljustice.com ARBY AIWAZIAN arby@calljustice.com JOANNA GHOSH joanna@calljustice.com 410 West Arden Avenue, Suite 203 Glendale, California 91203 Telephone: 818-265-1020 Facsimile: 818-265-1021	OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. EVAN R. MOSES, CA evan.moses@ogletree.com AARON H. COLE, CA aaron.cole@ogletree.com OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. 400 South Hope Street, Suite 1200 Los Angeles, CA 90071 Telephone: 213-239-9800 Facsimile: 213-239-9045

11. Do I need a lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

12. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. SSC17 of the Superior Court of the State of California, County of Los Angeles, located at 312 N. Spring St., Los Angeles, California 90012 on _____, 2022, at XX (a.m./p.m.) (Pacific Time), to determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the Class Counsel Award, Class Representative Service Award, PAGA Payment, and Settlement Administrator Costs. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

Please note, due to COVID-19, there are limitations on personal appearances and remote appearances are an option. You can find information regarding the Court's most current COVID-19 guidelines online at: <https://www.lacourt.org/>. You can find information regarding appearing remotely through LA CourtConnect online at: <http://www.lacourt.org/laccligibility/ui/civil.aspx?casetype=ci>. You may also be able to appear using CourtCall, and more information is available by calling (888) 882-6878 or online at: <https://courtcall.com/schedule/>. Please note that there may be deadlines to reserve a remote appearance and reservation fees or charges may apply.

13. How can I receive more information?

This Notice is a summary of the basic terms of the Settlement. For further information, you may contact the Settlement Administrator, <<Name.of.Claims.Admin>> at (INSERT address, e-mail, fax numbers) or Class Counsel (listed above). You may also visit the settlement website at _____ for more information and documents relating to the Settlement, including the Final Approval Order and Judgment.

You may view the Settlement Agreement and other court records in the Action for a fee by visiting the civil clerk's office during business hours (you must make an appointment prior to visiting the civil clerk's office), located at Stanley Mosk Courthouse, 111 North Hill Street, California, 90012.

You may also obtain information about the case at the following website (<https://www.lacourt.org/casesummary/ui/>). during business hours, or by online by visiting the following website: <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>. Please visit the following link for the Court's most current social distancing procedures for accessing court facilities: http://www.lacourt.org/pdf/recovery_social_distancing.pdf.

Please do not telephone the Court, the Office of the Clerk, or Defendants' counsel for information regarding this settlement

EXHIBIT B

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

CHRISTOPHER RODRIGUEZ, individually,
and on behalf of other members of the general
public similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

ARKEMA INC., an unknown business entity;
BOSTIK, INC., an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No. BC721328

Date:

Time:

Place:

Judge:

Dept. SSC17

Hon. Maren E. Nelson

[Assigned for all purposes]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Complaint Filed: September 17, 2018

FAC Filed: October 31, 2018

SAC Filed: December 26, 2018

TAC Filed: August 25, 2020

FAC Filed: July 9, 2021

FAC Filed: January 4, 2022

Trial Date: None

1 This matter came before this Court on [REDACTED], 2022 at [REDACTED] for Plaintiff's
2 Motion for Preliminary Approval of Class Action Settlement. Lawyers for Justice, PC appeared as
3 counsel for Plaintiff Christopher Rodriguez ("Plaintiff"), individually and on behalf of all others
4 similarly situated and other aggrieved employees, and Ogletree, Deakins, Nash, Smoak & Stewart,
5 P.C. appeared as counsel for Defendants Arkema Inc. and Bostik, Inc. ("Defendants"). The Court,
6 having considered the papers submitted in support of the motion of the parties, **HEREBY**

7 **ORDERS THE FOLLOWING:**

8 1. The Court grants preliminary approval of the Joint Stipulation of Class Action and
9 PAGA Settlement and Release of Claims ("Settlement," "Agreement," or "Settlement
10 Agreement"), attached as "EXHIBIT 1" to the Declaration of Edwin Aiwarzian in Support of
11 Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

12 2. The Court preliminarily finds that the Settlement, including the allocations for the
13 Class Counsel Award, Class Representative Service Award, LWDA Payment, Settlement
14 Administrator Costs, and payments to the Participating Class Members and PAGA Members, are
15 fair, adequate, and reasonable to the Settlement Class when balanced against the possible risks of
16 further litigation, including issues relating to class certification, liability, calculating damages, and
17 potential appeals. The Court finds that: (a) significant investigation, research, and litigation have
18 been conducted, such that the Parties are able to fairly evaluate their respective positions; (b)
19 settlement at this time will avoid the substantial cost, delay and risk presented by further litigation
20 of the action; (c) the Agreement resulted from extensive, informed, non-collusive arm's length
21 negotiations by experienced counsel with the assistance of a reputable mediator; and (d) the Class
22 Notice is sufficient to warrant notice of the Settlement to persons in the Settlement Class and a
23 full hearing on the final approval of the Settlement.

24 3. The Court conditionally certifies and approves, for settlement purposes only, the
25 following Settlement Class as set forth in the Settlement Agreement:

26 All current and former non-exempt employees who were employed by
27 Defendants in California during the period September 17, 2014 to November
28 1, 2021.

4. The Settlement falls within the range of reasonableness and appears to be

presumptively valid, subject only to any objections that may be raised at the final fairness hearing and final approval by this Court.

5. The Court makes the following preliminary findings for settlement purposes only:

- A. The Settlement Class, is so numerous that joinder of all members is impracticable;
- B. There appear to be questions of law or fact common to the Settlement Class for purposes of determining whether this Settlement should be approved;
- C. Plaintiff's claims appear to be typical of the claims being resolved through the proposed settlement;
- D. Plaintiff appears to be capable of fairly and adequately protecting the interests of the Settlement Class Members in connection with the proposed settlement;
- E. Common questions of law and fact appear to predominate over questions affecting only individual persons in the Settlement Class. Accordingly, the Settlement Class appears to be sufficiently cohesive to warrant settlement by representation; and
- F. Certification of the Settlement Class appears to be superior to other available methods for the fair and efficient resolution of the claims of the Settlement Class.

6. The Court approves, as to form and content, the Notice of Pendency of Class Action Settlement and Final Approval Hearing Date ("Class Notice") in substantially the form attached to the Settlement Agreement as **Exhibit A**.

7. The Court approves the procedure for Settlement Class Members to request exclusion from the Class Settlement as set forth in the Class Notice.

8. The Court approves the procedure for Participating Class Members to object to the Class Settlement as set forth in the Class Notice.

9. The Court directs the mailing of the Class Notice to Settlement Class Members by U.S. first class mail to the Settlement Class Members in accordance with the Implementation Schedule set forth below. The Court finds that the dates selected for the mailing and distribution of the Class Notice to Settlement Class Members, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

10. The Court preliminary approves Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh of Lawyers *for* Justice, P.C. as counsel for the Settlement Class (“Class Counsel”).

11. The Court preliminary approves Plaintiff Christopher Rodriguez as the representative of the Settlement Class (“Class Representative”).

12. The Court approves Simpluris, Inc. to handle the administration of the Settlement (“Settlement Administrator”).

13. The Court orders that pursuant to the California Private Attorneys General Act, Labor Code §§ 2698, et seq. (“PAGA”), statutory notice of the Settlement has been and will continue to be given to the Labor & Workforce Development Agency.

14. The Court orders the following Implementation Schedule for further proceedings:

a.	Preliminary Approval	The date of this Order
c.	Deadline for Defendants to Provide Class Information to Settlement Administrator.	7 business days from the date of this Order
d.	Deadline to Mail Class Notice to Settlement Class Members	30 calendar days from the date of this Order.
e.	Deadline for Settlement Class Members to Postmark and/or Fax Any Request for Exclusion	45 calendar days from mailing of Class Notice or in the case of a re-mailed Class Notice, the deadline is extended by 15 calendar days.
f.	Deadline for Settlement Class Members to Postmark and/or Fax Any Notice of Objection	45 calendar days from mailing of Class Notice or in the case of a re-mailed Class Notice, the deadline is extended by 15 calendar days.
g.	Deadline for Class Counsel to file Motion for Final Approval of Class Action Settlement, Attorneys’ Fees, Costs, and Class Representative Service Award	_____, 2022
i.	Deadline for Class Counsel and/or Defendants’ Counsel to file a response to any objection	_____, 2022

j.	Final Approval Hearing	_____, 2022 at _____ a.m./p.m. in Department SSC17 of the above-referenced Court.
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15. IT IS FURTHER ORDERED that if the Court does not finally approve the Settlement Agreement, the Settlement that is the subject of this Order shall become null, void, unenforceable and inadmissible in any judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement Agreement.

16. IT IS FURTHER ORDERED that, pending further Order of this Court, all proceedings in this matter except those contemplated herein and in the Settlement Agreement are hereby stayed.

17. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing from time to time without further notice to members of the Settlement Class.

DATED: _____

Hon. Maren E. Nelson
Judge of the Los Angeles Superior Court

EXHIBIT C

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

CHRISTOPHER RODRIGUEZ, individually,
and on behalf of other members of the general
public similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

ARKEMA INC., an unknown business entity;
BOSTIK, INC., an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No. BC721328

Date:

Time:

Place:

Judge:

Dept. SSC17

Hon. Maren E. Nelson

[Assigned for all purposes]

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

Complaint Filed: September 17, 2018

FAC Filed: October 31, 2018

SAC Filed: December 26, 2018

TAC Filed: August 25, 2020

FAC Filed: July 9, 2021

FAC Filed: January 4, 2022

Trial Date: None

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

The Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and Class Representative Service Award ("Motion for Final Approval") came before this Court on _____ at _____. Lawyers *for* Justice, PC appeared on behalf of Plaintiff Christopher Rodriguez ("Plaintiff") and Ogletree, Deakins, Nash, Smoak & Stewart, P.C. appeared on behalf of Defendants Arkema Inc. and Bostik, Inc. ("Defendants").

WHEREAS, on _____, the Court entered the Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), thereby preliminary approving the settlement of the above-entitled action ("Action") in accordance with the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims ("Settlement," "Agreement," or "Settlement Agreement"), which together with the exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

WHEREAS, Plaintiff has applied to the Court for an order granting final approval of the Settlement Agreement.

WHEREAS, the Settlement Agreement sets forth the terms and conditions of the proposed settlement and for entry of an order of final approval and entry of judgment thereon. The Court having read and considered Plaintiff's Motion for Final Approval; the Declarations of Edwin Aiwazian, Plaintiff Christopher Rodriguez, and _____ of Simpluris, Inc., and the supporting documents annexed thereto, now finds:

NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:

1. All defined terms contained herein shall have the same meanings as set forth in the Settlement Agreement filed with this Court, and incorporated by reference.
2. The Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Settlement.
3. The terms of the Settlement are fair, just, reasonable, and adequate, to the Settlement Class and to each Settlement Class Member and PAGA Member and the Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

1 4. The Parties are hereby directed to perform the terms of the Settlement as described
2 in the Settlement Agreement according to its terms and provisions.

3 5. The Settlement Agreement is binding on Plaintiff, Participating Class Members,
4 PAGA Members, and the State of California. Specifically, Plaintiff and Participating Class
5 Members are bound to the Class Settlement, and Plaintiff, PAGA Members and the State of
6 California are bound to the PAGA Settlement.

7 6. The Settlement Administrator received XX (XX) timely and properly submitted
8 Requests for Exclusion. The Class Settlement is not binding to those who timely and properly
9 submitted Requests for Exclusion, as well as their heirs, executors, and administrators, successors,
10 and assigns.

11 7. The Settlement Administrator received XX (XX) complete and timely Notices of
12 Objections. The Court considered all written and oral objections and hereby overrules the
13 objections.

14 8. It is ordered that the Settlement Class is certified for settlement purposes only. The
15 Court finds that with respect to the Settlement Class and for purposes of approving this Settlement
16 only that: (a) the members of the Settlement Class are ascertainable and so numerous that joinder
17 of all members is impracticable; (b) there are questions of law or fact common to the Settlement
18 Class with respect to the subject matter of the Action; (c) the claims of Class Representative
19 Christopher Rodriguez are typical of the claims of the members of the Settlement Class; (d) the
20 Class Representative has fairly and adequately protected the interests of the members of the
21 Settlement Class; (e) a class action is superior to other available methods for an efficient
22 adjudication of this controversy; and (f) the Class Counsel are qualified to serve as counsel for
23 Plaintiff in his individual and representative capacities for the Settlement Class.

24 9. The Court finds that the Class Notice and notice methodology implemented
25 pursuant to this Settlement: (i) constituted the best practicable notice; (ii) constituted notice that
26 was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the
27 pendency of the Action, their right to object to or exclude themselves from the Class Settlement
28 and their right to appear at the Final Approval Hearing; (iii) were reasonable and constituted due,

adequate and sufficient notice to all persons entitled to receive notice; and (iv) satisfied requirements of law and due process.

10. The Settlement Class is hereby made final. The Settlement Class is defined as: all current and former non-exempt employees who were employed by Defendants in California during the period September 17, 2014 to November 1, 2021. The following individuals having submitted timely and proper Requests for Exclusion are not included in the Settlement Class:

11. The Class Period is September 17, 2014 to November 1, 2021.

12. The Settlement Agreement is not an admission by Defendants, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants.

13. The Court hereby enters Judgment by which, as of the Effective Date and full funding of the Gross Settlement Fund:

(a) Participating Class Members and Plaintiff, shall be conclusively determined to have given a release of any and all Released Class Claims against the Released Parties, as set forth in the Settlement Agreement and Class Notice.

(b) PAGA Members, Plaintiff and the State of California, shall be conclusively determined to have given a release of any and all Released PAGA Claims, as set forth in the Settlement Agreement and Class Notice.

14. The Settlement Agreement provides that the Gross Settlement Fund is \$1,100,000.00. The Net Settlement Fund shall be determined according to the terms of the Settlement Agreement as approved herein. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Settlement Agreement.

15. The Court hereby finds that Plaintiff and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement.

1 16. The Court confirms Edwin Aiwarzian, Arby Aiwarzian, and Joanna Ghosh of
3 Lawyers *for* Justice, PC as Class Counsel.

4 17. The Court finds and determines that the Individual Settlement Payments to be paid
5 to Participating Class Members and Individual PAGA Payments to be paid to PAGA Members as
6 provided by the Settlement Agreement are fair and reasonable. The Court gives final approval to
7 and orders payment of those amounts to be made to Participating Class Members and PAGA
8 Members in accordance with the Settlement Agreement.

9 18. The Court finds and determines that the PAGA Payment in the amount of \$150,000
10 is fair, reasonable, and appropriate. The Court further finds the allocation of the PAGA Payment,
11 seventy-five percent (75%) of the PAGA Payment being allocated to the LWDA in the amount of
12 \$112,500 and the remaining twenty-five percent (25%) in the amount of \$37,500 shall be allocated
13 to the PAGA Members, as fair, reasonable, and appropriate.

14 19. The Court finds and determines that the fees and expenses in administering the
15 Settlement incurred by Simpluris, Inc., in the amount of \$[COSTS] are fair and reasonable. The
16 Court gives final approval to and orders payment of that amount in accordance with the Settlement.

17 20. The Court finds and determines that the Class Representative Service Award in the
18 sum of \$7,500 to Plaintiff Christopher Rodriguez is fair and reasonable. The Court hereby orders
19 the Settlement Administrator make this payment to Plaintiff in accordance with the terms of
20 Settlement Agreement.

21 21. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
22 submitted by Class Counsel, the Court awards Class Counsel attorneys' fees in the sum of \$[Class
23 Counsel Fees] and litigation costs and expenses of \$[INSERT]. The Court finds such amounts to
24 be fair and reasonable. The Court orders the Settlement Administrator to make these payments in
25 accordance with the terms of the Settlement Agreement.

26 22. Defendants shall have no further liability for costs, expenses, interest, attorneys'
2 fees, or for any other charge, expense, or liability with respect to the Action, except as provided for
28 in the Settlement Agreement.

23.

1 24. With the consent of the Parties, without affecting the finality of the Order, the Court
3 shall retain continuing jurisdiction over the Action, the Parties, and the Settlement Class, as well as
4 the administration and enforcement of the Settlement. Any disputes or controversies arising with
5 respect to the interpretation, consummation, enforcement, or implementation of the Settlement
6 shall be presented by motion to the Court; provided however, that nothing in this Paragraph shall
7 restrict the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the
8 terms of the Settlement Agreement.

9 25. Nothing in this Order shall preclude any action to enforce the Parties' obligations
10 under the Settlement or under this order, including the requirement that Defendants make payments
11 in accordance with the Settlement.

12 26. Upon completion of administration of the Settlement, the Settlement Administrator
13 will provide written certification of such completion to the Court and counsel for the Parties which
14 shall be filed with the Court on or before _____, 2022.

15 27. The Parties will bear their own costs and attorneys' fees except as otherwise
16 provided by this Court's Order awarding the Class Counsel Award for attorneys' fees and litigation
17 costs and expenses.

18
19 DATED: _____

Hon. Maren E. Nelson
Judge of the Los Angeles Superior Court