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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA

ROBERT LEWIS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

IMERYS FILTRATION MINERALS, INC., a
Delaware corporation; IMERYS
PERFORMANCE MINERALS AMERICAS,
INC., a Delaware corporation; and DOES 1
through 100,

Defendants.

Case No.: 22CV04874

*[Assigned for all purposes to the Hon. Jed
Beebe; Dept. 4]*

**DECLARATION OF MATTHEW K.
MOEN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: April 20, 2023
Time: 8:30 a.m.
Dept.: 4

Action Filed: December 8, 2022
Trial Date: None Set

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I, MATTHEW K. MOEN, declare as follows:

1. I am a senior associate with Haines Law Group, APC, and counsel for the named Plaintiff Robert Lewis (“Plaintiff”) in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I received a Bachelor of Arts degree from UCLA in 2011, and a Juris Doctor from Loyola Law School, Los Angeles, in 2015. Both before and during law school, I worked for the law firm of Prindle, Amaro, Goetz, Hillyard, Barnes & Reinholtz LLP (now known as Prindle, Goetz, Barnes & Reinholtz LLP), located in Long Beach, California. Both before and during law school, I also worked for Jill McBride Baxter, Certified Sports Agent and Sports Law Attorney.

3. From January 2016 to December 2017, I worked as an associate at Baltodano & Baltodano LLP, a law firm dedicated exclusively to the practice of Plaintiff-side employment law located in San Luis Obispo, California. After the founding partner and senior litigation partner at Baltodano & Baltodano LLP, the Honorable Hernaldo J. Baltodano, was appointed to the California judiciary in December 2017, the firm dissolved on December 31, 2017. Since January 1, 2018, I have worked as an associate at my current firm, Haines Law Group, APC.

4. During my time with both Baltodano & Baltodano LLP and Haines Law Group, APC, my practice has been solely devoted to litigating plaintiff-side employment related cases in both state and federal court, including wage and hour class actions arising under the California Labor Code and the Fair Labor Standards Act. I am currently staffed on over thirty (30) active wage and hour class actions in which I am integrally involved in all aspects of the litigation. I also supervise the work of several junior attorneys staffed on the same wage and hour class actions.

5. The following is a non-exhaustive list of the recent wage and hour class actions that have been granted final approval in which I have been named as Class Counsel: *Morales v.*

1 *Ball Horticultural Co.*, Case No. 16CV-0488, San Luis Obispo County Superior Court,
2 Honorable Linda D. Hurst, presiding (approving an hourly rate of \$375 for work performed in
3 2017 and 2018); *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-
4 CU-OE-CXC, Orange County Superior Court, Honorable William D. Claster, presiding;
5 *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-
6 00883282-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman,
7 presiding; *Willie Daniel Myers, Jr. v. Jerome's Furniture Warehouse*, Case No. CIVDS
8 1715069, San Bernardino County Superior Court, Honorable Janet M. Frangie, presiding
9 (approving an hourly rate of \$375 for work performed in 2018 and 2019); *Tina Arellano v.*
10 *Williams Sonoma Stores, Inc.*, Case No. BC693760, Los Angeles County Superior Court,
11 Honorable Daniel J. Buckley, presiding (approving an hourly rate of \$375 for work performed
12 in 2018 and 2019); *William Cuellar v. UMA Enterprises, Inc.*, Case No. BC657146, Los
13 Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly
14 rate of \$375 for work performed in 2018 and 2019); *Arturo Delgado v. Spears Manufacturing*
15 *Co.*, Case No. BC709665, Los Angeles County Superior Court, Honorable Maren E. Nelson,
16 presiding (approving an hourly rate of \$400 for work performed in 2018, 2019, and 2020);
17 *Abbygail Hernandez v. WirelessPCS CA, LLC*, Case No. BC721326, Los Angeles County
18 Superior Court, Honorable Carolyn B. Kuhl, presiding; *Lucia Kang, et al., v. Extra Space*
19 *Management, Inc.*, Case No. 30-2018-00997364-CU-OE-CXC, Orange County Superior Court,
20 Honorable William Claster, presiding (approving an hourly rate of \$400 for work performed in
21 2018, 2019, and 2020); *Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San
22 Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate
23 of \$400 for work performed in 2019 and 2020); *Francisco Garcia v. Searing Industries, Inc.*,
24 Case No. CIVDS1932477, San Bernardino County Superior Court, Honorable David Cohn,
25 presiding (approving an hourly rate of \$400 for work performed in 2019 and 2020); *David*
26 *Hasler, et al. v. Anheuser-Busch, LLC*, Case No. 19STCV00802, Los Angeles County Superior
27 Court, Honorable Daniel J. Buckley, presiding; *Angel Ochoa v. Fonseca Construction, Inc.*,
28 Case No. CIVDS1928625, San Bernardino County Superior Court, Honorable David Cohn,

1 presiding (approving an hourly rate of \$400 for work performed in 2019 to 2021); *William*
2 *Chang v. Avcorp Composite Fabrication, Inc.*, Case No. BC715159, Los Angeles County
3 Superior Court, Honorable Amy D. Hogue, presiding (approving an hourly rate of \$400 for
4 work performed in 2018 to 2021); *David Alvarado, et al. v. J.G. Boswell Company*, Case No.
5 19STCV19033, Los Angeles County Superior Court, Honorable Daniel J. Buckley, presiding
6 (approving an hourly rate of \$400 for work performed in 2019 to 2021); *Gaudencio Arroyo*
7 *Reynoso, et al. v. Cream of the Crop Ag Service, Inc.*, Case No. VCU278847, Tulare County
8 Superior Court, Honorable Bret D. Hillman, presiding (approving an hourly rate of \$425 for
9 work performed in 2019 to 2022); and *Santos Orellana v. Smarte Carte, Inc.*, Case No.
10 20STCV08890, Los Angeles County Superior Court, Honorable Yvette M. Palazuelos,
11 presiding (approving an hourly rate of \$475 for work performed in 2020-2022).

12 6. I have also moved to certify, and have received an order certifying, a class action
13 as Class Counsel in the following case: *Staublein v. Wells Fargo Bank, National Association*,
14 Case No. CIVDS1712267, San Bernardino Superior Court, Honorable David Cohn, presiding
15 (certifying a wage statement class).

16 7. In every year from 2020 to 2023, Thomson Reuters and Los Angeles Magazine
17 recognized me as a Top Young Attorney in Southern California in the annual Rising Star
18 Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent
19 (2.5%) of attorneys under the age of forty in Southern California each year.

20 8. As counsel for Plaintiff, I have been closely involved in all aspects of this
21 litigation since its inception, and believe that the proposed Settlement Agreement (“Settlement
22 Agreement” or “Settlement”) is a fair and reasonable result for the participating Class Members.

23 9. Defendants IMERYS Filtration Minerals, Inc. and IMERYS Performance
24 Minerals Americas, Inc. (collectively, “Defendants”) operate mining facilities and processing
25 plants in California. Plaintiff was employed by Defendants as a non-exempt employee at
26 Defendants’ Lompoc, California location, from approximately October 2019 to February 5,
27 2020. Like all Class Members, Plaintiff contends he was subject to Defendants’ wage and hour
28 policies and practices.

1 10. On November 12, 2021, Plaintiff filed a class action complaint alleging
2 Defendants failed to: (i) pay all minimum wages owed; (ii) provide all lawful meal periods; (iii)
3 authorize and permit all lawful rest periods; (iv) timely pay all final wages upon separation; and
4 (v) comply with California’s Unfair Competition laws. On January 18, 2022, Plaintiff filed a
5 First Amended Complaint, adding a cause of action for civil penalties under the Private
6 Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”), premised on the same underlying
7 Labor Code violations. On February 4, 2022, Defendants removed the action to federal court.
8 After the Parties entered into a tolling agreement applicable to all claims pled by Plaintiff, the
9 action was dismissed without prejudice on April 19, 2022.

10 11. On September 28, 2022, the Parties participated in a full-day mediation before
11 Steven G. Mehta, Esq., a well-respected wage and hour class action mediator, who made a
12 mediator’s proposal for a class-wide resolution of all claims at issue that the Parties accepted,
13 and which was memorialized in a binding Memorandum of Understanding. Over the following
14 months, the Parties negotiated and executed the long-form Settlement Agreement that is now
15 before this Court for preliminary approval. As a material term of the Parties’ Settlement
16 Agreement, Plaintiff filed the operative Complaint in this action on December 8, 2022, asserting
17 class-wide causes of action for Defendants’ alleged failures to: (i) pay all minimum wages; (ii)
18 pay all overtime wages owed; (iii) provide all lawful meal periods; (iv) authorize and permit all
19 lawful rest periods; (v) issue accurate and itemized wage statements; (vi) timely pay all final
20 wages upon separation; (vii) comply with California’s Unfair Competition laws; and (viii)
21 asserting a cause of action for civil penalties under PAGA.

22 12. A true and correct copy of the Settlement Agreement is attached hereto as
23 **Exhibit 1**. Attached hereto as **Exhibit 2** are true and correct copies of the Notice of Class
24 Action Settlement (“Class Notice”) and Notice of Individual Settlement Award (collectively,
25 “Notice Packet”). Attached hereto as **Exhibit 3** are true and correct copies of Plaintiff’s
26 November 12, 2021 PAGA Notice Letter to the LWDA and the LWDA’s confirmation of
27 receipt.

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1 13. Plaintiff asserts that, as a result of Defendants' uniform practices, Defendants
2 failed to maintain accurate records of the hours actually worked by Class Members, resulting in
3 unpaid wages throughout the Class Period. Specifically, Plaintiff alleges that Defendants
4 required Plaintiff and other non-exempt employees to spend approximately 10 minutes before
5 their scheduled shifts each workday donning and preparing their equipment. Despite Defendants
6 allegedly requiring Plaintiff and other non-exempt employees to perform work outside of their
7 scheduled shift times, Plaintiff contends he and other non-exempt employees were not paid for
8 this necessary pre-shift preparation time.

9 14. In response, Defendants maintain they have accurately recorded and properly
10 paid all wages for all hours worked by the Class Members. First, Defendants argue that most
11 employees usually arrive at the work site wearing their uniforms and with their work equipment
12 ready, therefore any donning and doffing policy in the CBA is a union issue and is not reflective
13 of Defendants' policies and practices. Next, Defendants argue any amount of unpaid time per
14 shift, should Plaintiff prevail on this claim, would be *de minimis*. Further, Defendants assert that
15 this claim is not suitable for class treatment, as it requires individualized inquiries into whether
16 any employee performed work while off-the-clock on any given day, which is made
17 increasingly difficult since such work was allegedly not recorded, and exactly how much time
18 each employee purportedly worked off-the-clock each day, resulting in an unmanageable series
19 of mini-trials.

20 15. Plaintiff further asserts that Defendants failed to provide Class Members with all
21 lawful meal periods to which they were entitled. Specifically, Plaintiff claims Defendants
22 provided Plaintiff and other non-exempt employees with staggered meal periods based on
23 seniority so that at least one employee would remain performing work on Defendants'
24 equipment at all times. However, the first, most-senior non-exempt employees were allegedly
25 provided with meal periods starting at exactly the fifth hour mark, which Plaintiff asserts
26 resulted in all other non-exempt employees being provided with first meal periods after the
27 completion of the fifth hour of work. Plaintiff alleges this practice resulted in first meal periods
28 routinely being provided untimely.

1 16. Further, Plaintiff contends that Defendants required Plaintiff and other non-
2 exempt employees to carry radios on their persons and to respond to incoming radio calls at all
3 times, including during purported meal periods, in violation of California law. Further, Plaintiff
4 asserts Defendants did not pay any meal period premiums during the relevant time period,
5 which is itself a certifiable issue.

6 17. In response, Defendants contend they maintained lawful meal period
7 policies/practices throughout the Class Period. Specifically, Defendants contend they provided
8 all timely, duty-free meal periods and whether Class Members chose to refrain from taking a
9 compliant meal period on any given day is an individualized issue not reflective of Defendants'
10 policies and practices. Defendants further argue employees were not instructed, nor required, to
11 carry and respond to radio calls during meal periods. Defendants also maintain they properly
12 paid all meal period premiums when they were owed. Defendants, therefore, contend that
13 Plaintiff's meal period claim is not suited for class certification as individual inquiries would be
14 required to assess the reasons why a particular individual chose to take an untimely meal period
15 on a particular shift or if a particular individual chose to respond to radio calls during his or her
16 meal period, resulting in a series of mini-trials.

17 18. Plaintiff further alleges that Defendants failed to authorize and permit Class
18 Members to take all lawful rest periods to which they were entitled. Specifically, Plaintiff
19 contends Defendants maintain a facially unlawful rest period policy that prohibits its non-
20 exempt employees from leaving the company premises during rest breaks. Further, Plaintiff also
21 alleges that Defendants required its non-exempt employees to carry radios and respond to
22 incoming radio calls at all times, including during rest periods, in violation of California law.
23 Further, Plaintiff alleges that, on occasions when lawful rest periods were not authorized and
24 permitted, Defendants failed to pay rest period premiums as required by Labor Code section
25 226.7; an issue which itself is certifiable.

26 19. Defendants assert they have always authorized and permitted all required rest
27 periods for their non-exempt employees. Defendants argue they maintained lawful rest period
28 policies throughout the Class Period, and that company policy did not prohibit the employees

1 from leaving the premises. Defendants further argue employees were not required to carry and
2 respond to radio calls during rest periods. Further, Defendants assert that this claim is
3 unmanageable, as it requires individualized inquiries into whether each employee was
4 authorized and permitted to take a lawful rest period and on which days, which Defendants
5 argue Plaintiff will be unable to substantiate with any common, documentary evidence, as rest
6 periods are not required to be recorded.

7 20. As a result of Defendants' alleged failure to pay all overtime wages, minimum
8 wages, and meal period and rest period premiums, Plaintiff asserts that Defendants also failed to
9 issue accurate and itemized wage statements and failed to timely pay all final wages at the time
10 of separation. As a result of these alleged Labor Code violations, Plaintiff also seeks PAGA
11 civil penalties on behalf of all aggrieved employees.

12 21. In response, Defendants argue that Plaintiff's underlying claims will fail and, as
13 a result, the derivative wage statement, waiting time, and PAGA claims will also fail.
14 Defendants also maintain that Plaintiff cannot show that the wage statement violations were
15 "knowing and intentional," or that the putative class members "suffer[ed] injury" as a result of
16 the alleged violations, as required by Labor Code § 226(e) for the imposition of wage statement
17 penalties. Moreover, Defendants maintain that their good faith defenses to Plaintiff's underlying
18 claims would preclude the recovery of waiting time penalties, which are only available for the
19 "willful" failure to pay wages, and that this Court would exercise its discretion to substantially
20 reduce any PAGA penalties awarded.

21 22. In connection with mediation, Defendants provided Plaintiff with electronic
22 timekeeping and payroll records for approximately 25% of the Class Members spanning the
23 entire Class Period, as well as key policy documents and data points. Plaintiff then retained an
24 expert with a Ph.D. in economics to analyze the produced data and create a class-wide exposure
25 model for the claims at issue. On September 28, 2022, the Parties participated in a mediation
26 session with Steven G. Mehta, Esq., a well-respected wage and hour class action mediator,
27 during which the Parties exchanged divergent views on Defendants' liability and exposure
28 valuations, their legal positions, and the likelihood of certification of Plaintiff's claims. At the

1 conclusion of mediation, Mr. Mehta made a mediator's proposal that the Parties ultimately
2 accepted. Over the following months, the Parties finalized the terms of the proposed Settlement
3 now before the Court for preliminary approval.

4 23. If the Court preliminarily approves this settlement, Defendants will pay a
5 Maximum Settlement Amount ("MSA") of \$750,000.00. Based on the estimated Net Settlement
6 Amount and PAGA Payment, average Individual Settlement Awards are projected to be
7 approximately \$2,156.25. Class Members can be easily identified using Defendants'
8 employment and payroll records. Defendants represent that the Settlement Class consists of
9 approximately 192 individuals (as of the time of mediation), rendering it impracticable to bring
10 all Class Members before the Court.

11 24. At the time of seeking final settlement approval, Plaintiff will apply for a Class
12 Representative Service Award in the amount of \$10,000 for his service to the Settlement Class
13 and his general release of all claims. Plaintiff's requested class representative service award is
14 intended to recognize the significant time and effort that he expended on behalf of the
15 Settlement Class, including gathering relevant documents for use in the lawsuit and providing
16 factual information to his attorneys, holding various phone calls with his attorneys to discuss the
17 claims in the lawsuit and Defendants' practices, assisting his attorneys in preparing for
18 mediation, and otherwise assisting his attorneys in moving the case towards resolution, the
19 significant risks Plaintiff undertook by serving as the named plaintiff, and the fact that he agreed
20 to a general release of all claims subject to a waiver of Civil Code § 1542.

21 25. My firm will also apply for a Class Counsel Award of up to one third of the
22 MSA (currently estimated at \$250,000), and up to \$30,000 in reimbursement for actual
23 litigation costs. Plaintiff submits that the requested fee is fair compensation for undertaking
24 complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. My
25 firm has incurred substantial attorneys' fees conducting pre-filing investigation, analyzing
26 Plaintiff's claims, conducting legal research and analysis, reviewing class documents and data
27 produced by Defendants, extensively reviewing and evaluating the produced timekeeping and
28 payroll records with the assistance of a retained expert to build a comprehensive damages

1 model, preparing for and attending mediation, negotiating and drafting the Memorandum of
2 Understanding, long-form Settlement Agreement, and Notice Packet documents, preparing this
3 motion for preliminary approval, and otherwise litigating the case. My firm will also expend
4 future attorney time attending the hearing on this Motion, overseeing the Notice process,
5 drafting the Final Approval Motion and supporting documents, attending the Final Approval
6 hearing, and completing other tasks, such as fielding questions from Class Members.

7 26. My firm carefully vetted the claims at issue, reviewed a representative sampling
8 of Class Member data and all relevant policy documents, and created a comprehensive damages
9 model for Defendants' liability. Although the Parties engaged in substantial informal discovery
10 and information exchange prior to mediation, the Parties had agreed to refrain from engaging in
11 formal written and deposition discovery until after exhausting their settlement efforts at
12 mediation. Absent settlement, the Parties will be required to expend substantial time and
13 resources conducting extensive formal written and deposition discovery. Moreover, Plaintiff has
14 not yet filed for class certification, and thus, absent settlement, the Parties would face the
15 prospect of appeals in the wake of a disputed class certification ruling and/or an adverse
16 summary judgment ruling. Even if Plaintiff succeeded in certifying one or more classes, the
17 Parties would incur considerably more attorneys' fees and costs through a possible
18 decertification motion, trial, and possible appeal.

19 27. At the time of the proposed Settlement, Plaintiff had not filed his motion for
20 class certification. Had the Court certified any claims, Plaintiff anticipated that Defendants
21 would seek decertification. There was also a risk that Defendants would engage in a *Pick-up-*
22 *Stix* campaign to significantly reduce the size of the putative class for a fraction of what Class
23 Members are receiving through this Settlement. Therefore, absent the Settlement, there was a
24 serious risk that Plaintiff would be unable to move forward on a class-wide basis.

25 28. Plaintiff's data analysis determined that Class Members worked an aggregate
26 total of 116,103 shifts during the Class Period. Plaintiff estimates that Class Members were
27 required to perform 10 minutes of pre-shift donning and necessary equipment preparation
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1 before their scheduled shifts. Accordingly, Plaintiff calculated Defendants' maximum potential
2 exposure for off-the-clock wage violations at approximately \$212,855.

3 29. Defendants, however, maintain that they have properly recorded and paid Class
4 Members for all time worked during the Class Period, and argue that Plaintiff and other non-
5 exempt employees were never required to conduct off-the-clock work. Further, Defendants
6 assert that this claim is unmanageable, as it requires individualized inquiries into whether or not
7 each individual employee preformed off-the-clock work on each day during the Class Period,
8 resulting in an unmanageable series of mini-trials. Plaintiff discounted the maximum exposure
9 by 55% for the risk of non-certification, and by an additional 35% for risk of losing on the
10 merits, to arrive at an estimated exposure of \$62,260.

11 30. Plaintiff's data analysis determined that Class Members worked an aggregate
12 total of 64,113 shifts in excess of 5.0 hours during the Class Period that contained an unlawful
13 first or second meal period, whether by being missed, late and/or short. Plaintiff's data analysis
14 further revealed that non-exempt employees received an average hourly rate of approximately
15 \$29.93 during the Class Period. Accordingly, Plaintiff calculated Defendants' liability on this
16 claim at \$1,918,902 (64,113 meal period violations * \$29.93 average premium).

17 31. Defendants assert, however, that they maintained a lawful meal period
18 policy/practice at all times during the Class Period and that any failure by an employee to take a
19 lawful meal period was the result of employee choice rather than company policy, requiring
20 individual inquiries into the reasons why each non-compliant meal period was untimely or
21 missed on any given day. Given these defenses, Plaintiff discounted the maximum exposure by
22 60% for the risk of non-certification, and by an additional 55% for risk of losing on the merits,
23 to arrive at an estimated exposure of \$345,402.

24 32. Plaintiff's data analysis revealed that non-exempt employees worked an
25 aggregate total of 115,059 shifts in excess of 3.5 hours during the Class Period. Due to
26 Defendants' unlawful rest period policy, Plaintiff alleges a rest period violation occurred during
27 every shift in excess of 3.5 hours during the Class Period. Accordingly, Plaintiff calculated
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Defendants' maximum potential exposure on this claim at \$3,443,715 (115,059 rest period violations * \$29.93 average premium).

33. But as noted above, Defendants argues they have always authorized and permitted duty-free rest periods in accordance with California law, including permitting employees to leave company premises during their rest periods, and any failure to take a rest period is a result of individual employee choice, rather than company-wide policies or practices. Further, Defendants assert that this claim is not amenable to class certification given the individual inquiries required to determine whether and why each employee missed a rest period on any given shift, particularly given that rest periods were not recorded. Given these defenses, Plaintiff discounted the maximum exposure by 75% for the risk of non-certification, and by an additional 65% for risk of losing on the merits, to arrive at an estimated exposure of \$301,325.

34. According to the key data points provided by Defendants, approximately 158 Class Members are eligible for wage statement penalties, and a total of 4,823 wage statements were issued during the relevant one-year statute of limitations period applicable to this claim. Plaintiff calculated Defendants' maximum possible wage statement exposure as approximately \$474,400 ((158 initial violations * \$50 per pay period) + (4,665 subsequent pay periods * \$100 per pay period)). However, Defendants raised numerous defenses, including that the alleged violations, if any, were not "knowing and intentional," and that Plaintiff could not show that the Class Members "suffer[ed] injury" as a result of any alleged violations. Defendants further argued that Plaintiff's underlying claims would fail, and, therefore, his wholly derivative wage statement claim would also fail. Therefore, Plaintiff discounted the maximum exposure by 50% for the risk of non-certification of the underlying claims and 45% for a risk of being unsuccessful on the merits, including failing to prove the violations were "knowing and intentional," that the Class Members "suffer[ed] injury," for an estimated recovery on this claim of \$130,460.

35. Based on data provided by Defendants, approximately 60 Class Members separated their employment during the Class Period. Assuming Plaintiff can prove that each of these employees was owed wages that were not paid at the time of their separation, Plaintiff

1 calculated a maximum exposure of \$430,992 (60 former employees * average waiting time
2 penalty of \$7,183.20 (\$29.93 average hourly rate * 8 hours * 30 days)). Defendants maintain
3 that waiting time penalties are not appropriate because Plaintiff's claims fail on the merits, and
4 given their good-faith defenses, Plaintiff cannot show that any failure by Defendants to pay all
5 final wages was willful under 8 Cal. Code Regs. § 13520. Thus, Plaintiff discounted this claim
6 by 55% for the risk of non-certification and by an additional 45% for risk of being unsuccessful
7 on the merits or failing to establish willfulness, for an estimated recovery of \$106,671.

8 36. Plaintiff alleges that PAGA civil penalties would be recoverable for each pay
9 period in which he could prove an underlying Labor Code violation. According to Plaintiff's
10 data analysis, the Class Members worked a combined total of 4,823 pay periods during the
11 PAGA liability period in which at least one of Plaintiff's alleged Labor Code violations
12 occurred. Plaintiff therefore calculates Defendants' maximum PAGA exposure at \$482,300
13 (4,823 pay periods * \$100 per violation). However, these penalties are almost exclusively
14 derivative of the underlying violations that Defendants vigorously dispute, both as to
15 certification and the merits. Plaintiff also recognizes that the Court has discretion to
16 substantially reduce any award of PAGA penalties. Therefore, Plaintiff discounted the
17 maximum figure by 35% to account for the risk that he would not prevail on the underlying
18 claims, and by an additional 85% for the likely possibility that this Court would reduce the
19 awarded PAGA penalties, to arrive at an estimated exposure of \$47,024.

20 37. Using these estimated figures, Plaintiff estimated that the potential reasonable
21 recovery for the Settlement Class would be approximately \$993,142. Thus, the proposed
22 recovery to the Settlement Class of \$750,000 represents approximately 75.52% of Plaintiff's
23 reasonably forecasted class-wide recovery, which is well within the range approved by courts as
24 being fair, reasonable and adequate, while also avoiding further expense and risk of proceeding
25 towards class certification and trial.

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1 38. Concurrently with the filing of this motion, Plaintiff provided notice of the
2 proposed Settlement, as well as copies of the Motion for Preliminary Approval and all papers
3 filed in support hereof, to the Labor & Workforce Development Agency (“LWDA”). Attached
4 hereto as **Exhibit 4** are true and correct copies of Plaintiff’s Settlement submission and the
5 LWDA’s confirmation of receipt.

6 I declare under penalty of perjury under the laws of the United States and the state of
7 California that the foregoing is true and correct. Executed on March 24, 2023, at El Segundo,
8 California.

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10 Matthew K. Moen
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EXHIBIT 1

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IT IS HEREBY STIPULATED, by and between Plaintiff Robert Lewis (“Plaintiff”), individually and on behalf of all others similarly situated, on the one hand, and Defendants IMERYS Filtration Minerals, Inc. and IMERYS Performance Minerals Americas, Inc. (“Defendants”) on the other hand, that this action is hereby compromised and settled pursuant to the terms and conditions set forth in this Settlement and Release (“Agreement,” “Settlement,” or “Stipulation of Settlement”).

DEFINITIONS

1. “Action” means the putative class and representative action entitled *ROBERT LEWIS, as an individual and on behalf of all others similarly situated, Plaintiff, v. IMERYS FILTRATION MINERALS, INC and IMERYS PERFORMANCE MINERALS AMERICAS, INC*, Santa Barbara County Superior Court, Case No. 22CV04874, alleging minimum wage violations, overtime wage violations, meal period violations, rest period violations, waiting time penalties, wage statement penalties, violations of the California Business and Professions Code section 17200, and Private Attorneys General Act (“PAGA”).

2. “Class Counsel” means Fletcher W. Schmidt, Matthew K. Moen, Susan J. Perez, and Paul Haines of the Haines Law Group, APC.

3. “Class Counsel Award” means the Court-approved attorneys’ fees for Class Counsel’s litigation and resolution of the Action (not to exceed one-third [33 1/3%] of the Maximum Settlement Amount), and the Court-approved costs incurred by Class Counsel in connection with this Action (not to exceed Thirty-Thousand Dollars [\$30,000.00]).

4. “Class Information” or “Class List” means information regarding Class Members that Defendants shall in good faith compile from its records and shall be authorized by the Court to transmit in a secured manner to the Settlement Administrator. Class Information shall be transmitted in Microsoft Excel format and shall include each Class Member’s: (i) full name; (ii) last known mailing address; (iii) Social Security number; (iv) total workweeks worked for Defendants in California during the Class Period as a non-exempt employee to be determined by Settlement Administrator.

5. “Class Members” or “Settlement Class” means all current and former non-exempt employees who worked for Defendants in California at any time during the Class Period.

1 6. “Class Period” means the period from November 12, 2017 to December 31, 2022.

2 7. “Class Representative Service Award” means the Court-approved amount to be paid to
3 Plaintiff, in addition to Plaintiff’s Individual Settlement Award, in recognition of Plaintiff’s efforts and
4 risks in prosecuting the Action (not to exceed Ten Thousand Dollars (\$10,000.00)).

5 8. “Complaint” means Plaintiff’s operative Complaint in the Action, filed on December 8,
6 2022, alleging causes of action for minimum wage violations, overtime wage violations, meal period
7 violations, rest period violations, waiting time penalties, wage statement penalties, violations of the
8 California Business and Professions Code section 17200, *et seq.*, and PAGA.

9 9. “Defendants” means IMERYS Filtration Minerals, Inc. and IMERYS Performance
10 Minerals Americas, Inc.

11 10. “Defense Counsel” means Adam Y. Siegel; Eric J. Gitig; and Jade M. Brewster of
12 Jackson Lewis P.C.

13 11. “Effective Date” means the date when all of the following events have occurred: (1) the
14 Stipulation of Settlement has been executed by all Parties, Class Counsel and Defendants’ Counsel; (2)
15 the Court has given preliminary approval to the Stipulation of Settlement; (3) the Notice of Class Action
16 Settlement has been given to the putative members of the Settlement Class, providing them with an
17 opportunity to object to the terms of this Stipulation of Settlement or opt out of the settlement; (4) the
18 Court has held a formal fairness hearing and entered a final Order and Judgment certifying the
19 Settlement Class and approving the Stipulation of Settlement; and (5) sixty-five (65) calendar days have
20 passed since the Court has entered a final Order and Judgment certifying the Settlement Class and
21 approving the Stipulation of Settlement; and (6) in the event there are objections to the Stipulation of
22 Settlement raised prior to or during the final fairness hearing which are not later withdrawn or denied,
23 the later of the following events: five (5) business days after the period for filing any appeal, writ or
24 other appellate proceeding opposing the Court’s final Order approving the Stipulation of Settlement has
25 elapsed without any appeal, writ or other appellate proceeding having been filed; or, if any appeal, writ
26 or other appellate proceeding opposing the Court’s final Order approving the Stipulation of Settlement
27 has been filed, five (5) business days after any appeal, writ or other appellate proceedings opposing the
28

1 Stipulation of Settlement has been finally and conclusively dismissed with no right to pursue further
2 remedies or relief.

3 12. "Employer's Share of Payroll Taxes" means Defendants' payroll taxes, including, but not
4 limited to FICA and FUTA, on the portion of the Individual Settlement Awards that constitutes alleged unpaid
5 wages, which Defendants shall be responsible for paying in addition to the Maximum Settlement Amount.

6 13. "Final Approval Hearing" means the hearing to be conducted by the Court after the filing
7 by Plaintiff of an appropriate motion and following appropriate notice to Class Members giving Class
8 Members an opportunity to request exclusion from the Settlement Class and Settlement and to object to
9 the Settlement, at which time Plaintiff shall request that the Court finally approve the Settlement, enter
10 the Final Order and Judgment, and take other appropriate action.

11 14. "Final Order and Judgment" means the order and judgment to be entered by the Court upon
12 granting final approval of the Settlement and this Stipulation of Settlement as binding upon the Parties and
13 Participating Class Members. A proposed Final Order and Judgment shall be mutually agreed upon by the
14 Parties and submitted to the Court concurrently with Plaintiff's Motion for Final Approval of the Settlement.

15 15. "Final Report" means the report to be prepared by the Settlement Administrator (after the
16 expiration of the 180-day period in which Participating Class Members must cash/deposit their Individual
17 Settlement Award checks) regarding the distribution of the Maximum Settlement Amount, including the
18 total amount that was cashed/deposited by Participating Class Members and the total amount of any unpaid
19 residue or unclaimed or abandoned funds pursuant to California Code of Civil Procedure section 384.

20 16. "Individual PAGA Award" means the amount payable from the PAGA Payment to each
21 PAGA Employee.

22 17. "Individual Settlement Award" means the amount payable from the Net Settlement
23 Amount to each Participating Class Member.

24 18. "Maximum Settlement Amount" means the maximum amount Defendants shall have to
25 pay in connection with this Settlement, by way of a common fund, which shall be inclusive of all
26 Individual Settlement Awards to Participating Class Members, the Class Counsel Award, the Class
27 Representative Service Award, PAGA Payment, and Settlement Administration Costs. Subject to Court
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approval and the terms of this Stipulation of Settlement, the Maximum Settlement Amount Defendants shall be required to pay is SEVEN HUNDRED FIFTY-THOUSAND DOLLARS (\$750,000.00).

19. “Net Settlement Amount” means the Maximum Settlement Amount, less the Class Counsel Award, Class Representative Service Award, PAGA Payment, and Settlement Administration Costs.

20. “Notice of Objection” means a Class Member’s valid and timely submission of a written objection to the Settlement. For an objection to be valid, it must include: (a) the objector’s full name, signature, address, telephone number, and the last four digits of his/her Social Security number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection, and (c) copies of any papers, briefs, or other documents upon which the objection is based. At no time shall any of the Parties, Class Counsel, or Defense Counsel seek to solicit or otherwise encourage or discourage Class Members from submitting a Notice of Objection or filing an appeal from the Final Order and Judgment. In the discretion of the Court, any Class Member may orally object at the final approval hearing, at their own expense, without faxing or mailing a Notice of Objection. The Parties agree that there is no statutory right for any PAGA Employee to object to the PAGA Payment or Released PAGA Claims.

21. “PAGA” means the California Private Attorneys’ General Act of 2004, California Labor Code §§ 2698, *et seq.*

22. “PAGA Employees” means those Class Members who worked as non-exempt employees for Defendants in California during the PAGA Period.

23. “PAGA Payment” means the amount of FIFTY-THOUSAND DOLLARS (\$50,000.00), subject to Court approval, to be paid from the Maximum Settlement Amount for satisfaction of Plaintiff’s and PAGA Employees’ claims under PAGA.

24. “PAGA Period” means the period from November 12, 2020 through December 31, 2022.

25. “Participating Class Members” means Plaintiff and all other Class Members who do not submit a valid and timely Request for Exclusion.

26. “Parties” means Plaintiff and Defendants.

27. “Plaintiff” means Robert Lewis.

28. “Preliminary Approval Order” means the order to be issued by the Court approving and authorizing the mailing of the Settlement Notice by the Settlement Administrator, setting the date of the

Final Approval Hearing and granting preliminary approval of the Settlement set forth in this Stipulation of Settlement, among other things. A proposed Preliminary Approval Order shall be mutually agreed upon by the Parties and submitted to the Court concurrently with Plaintiff's Motion for Preliminary Approval of the Settlement.

29. "Released Claims" includes all claims under state, federal or local law, whether statutory, common law or administrative law, based on the factual allegations set forth in the operative Complaint, or which could have been pled in the operative Complaint based on the factual allegations therein, including but not limited to claims for minimum wage violations (Labor Code §§ 558, 1182.12, 1194, 1194.2, 1197), failure to pay overtime wages (Labor Code §510), meal period violations (Labor Code §§ 226.7, 512, 558), rest period violations (Labor Code §§ 226.7, 512, 558), wage statement violations (Labor Code § 226, *et seq.*), waiting time penalties (Labor Code §§ 201-203), unfair competition and all other alleged violations of the California Business and Professions Code section 17200, *et seq.*, that arose during the Class Period.

30. "Released PAGA Claims" includes alleged violations of PAGA, based on the underlying Released Claims or Plaintiff's PAGA Notice to the Labor and Workforce Development Agency ("LWDA"), or which could have been pled in the operative Complaint in the Action based on the factual allegations therein, including, but not limited to, claims seeking civil penalties under PAGA for minimum wage violations (Labor Code §§ 558, 1182.12, 1194, 1194.2, 1197), failure to pay overtime wages (Labor Code §510), meal period violations (Labor Code §§ 226.7, 512, 558), rest period violations (Labor Code §§ 226.7, 512, 558), wage statement violations (Labor Code § 226, *et seq.*), and waiting time penalties (Labor Code §§ 201-203), that arose during the PAGA Period.

31. "Released Parties" means Defendants and all their present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims, and Defendants' counsel of record in the Action.

32. "Request for Exclusion" means a written statement submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must be in writing and must: (a) be signed by the Class Member; (b) contain the name, address, telephone number, and the last four digits of

the Social Security number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Settlement; (d) be returned by fax or mail to the Settlement Administrator at the specific address and/or facsimile number and be postmarked or faxed on or before the Response Deadline. The date of the fax or postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the Settlement will be deemed a Participating Class Member and will be bound by all terms of the Settlement if the Settlement is granted final approval by the Court. No later than ten (10) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties a complete list of all Class Members who submitted a timely and valid Request for Exclusion. The Parties agree that there is no statutory right for any PAGA Employees to request exclusion from the PAGA Released Claims, and they will receive a portion of the PAGA Payment and remain bound by the PAGA Released Claims even if they submit a Request for Exclusion.

33. "Response Deadline" means the deadline by which Class Members must postmark or fax to the Settlement Administrator a valid Request for Exclusion, objection, or Workweek Dispute. The Response Deadline will be sixty (60) calendar days from the initial mailing of the Settlement Notices by the Settlement Administrator unless the 60th day falls on a Sunday, state or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. Under no circumstances, however, will the Administrator have the authority to extend the deadline for Class Members to submit a Request for Exclusion or objection to the settlement.

34. "Settlement" means the final and complete disposition of the Action pursuant to this Stipulation of Settlement.

35. "Settlement Administrator" or "Administrator" means CPT Group, Inc., or another third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this settlement. The Parties each represent that they will not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

36. "Settlement Administration Costs" means the reasonable costs and fees of administering the Settlement to be paid from the Maximum Settlement Amount, including, but not limited to:

(i) translating, printing, mailing and re-mailing (if necessary) of Settlement Notices to Class Members in English and Spanish; (ii) preparing and submitting to Participating Class Members and government entities all appropriate tax filings and forms; (iii) computing the amount of and distributing Individual Settlement Awards, the Class Representative Service Award, the Class Counsel Award; (iv) processing and validating Requests for Exclusion (if any); (v) establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code; (vi) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement; (vii) transmitting uncashed Individual Settlement Awards to the California State Controller's Unclaimed Property Fund; and (viii) preparing and providing the notice regarding the Settlement required under the Class Action Fairness Act.

37. "Settlement Notice" means the Notice of Class Action Settlement, substantially in the form attached as **Exhibit A**, which shall be subject to Court approval and which the Settlement Administrator shall mail to each Class Member in English and Spanish explaining the terms of this Stipulation of Settlement.

38. "Workweeks" means the number of weeks worked by each Class Member for Defendants as a non-exempt employee in California during the Class Period, based on Defendants' records. In the absence of fraud or gross negligence, Defendants' records shall be presumed accurate.

39. "Workweek Dispute" means a written statement that a Class Member disputes the number of Workweeks listed on his/her Settlement Notice. Any such Workweek Dispute must be faxed or mailed to the Settlement Administrator by the Response Deadline. The date of the fax or postmark on the mailing envelope will be the exclusive means to determine whether a Workweek Dispute has been timely submitted. A valid Workweek Dispute must be in writing and contain: (i) the Class Member's full name, signature, address, telephone number, and the last four digits of his/her Social Security number; (ii) the number of Workweeks the Class Member contends is correct; and (iii) any evidence supporting his/her contention. The Workweeks identified for each Class Member in the Class List will be presumed to be correct unless a particular Class Member proves otherwise to the Settlement Administrator by credible evidence. All Workweek disputes will be resolved and decided by the

Settlement Administrator. However, if the Settlement Administrator and the Parties cannot agree on a resolution, the Parties will submit the Workweek Dispute to the Court for a final determination.

40. “Workweek Value” means the value of each compensable Workweek, as determined by the formula set forth herein.

RECITALS

41. Procedural History.

a. On November 12, 2021, Plaintiff filed a putative Class Action Complaint against Defendants in the Santa Barbara Superior Court entitled *ROBERT LEWIS, as an individual and on behalf of all others similarly situated, Plaintiff, v. IMERYS FILTRATION MINERALS, INC., a Delaware corporation; IMERYS PERFORMANCE MINERALS AMERICAS, INC., a Delaware corporation; and DOES 1 through 100, Defendants*, Case No. 21CV04587, which sets forth the following five causes of action: (1) failure to pay all minimum wages; (2) meal period violations; (3) rest period violations; (4) waiting time penalties; and (5) unfair competition (the “Original Complaint”). Plaintiff brought this action on behalf of himself and various classes consisting of “all Defendants’ current and former non-exempt employees in California ... during the four years immediately preceding the initiation of this action through the present.”

b. Also on November 12, 2021 Plaintiff electronically submitted a letter to the California Labor and Workforce Development Agency (“LWDA”) and to Defendants via certified mail, pursuant to PAGA, to notify the LWDA and Defendants of Defendants’ alleged violations of the Labor Code with respect to Plaintiff and other Class Members.

c. On or around January 18, 2022, Plaintiff filed a First Amended Class and Representative Action Complaint against Defendants in the Santa Barbara Superior Court. In addition to the five causes of action brought by Plaintiff in the original complaint (on behalf of himself and the Putative Class), Plaintiff added a sixth cause of action for civil penalties under the Private Attorneys General Act (Labor Code § 2698 *et seq.*).

d. On February 4, 2022, Defendants removed the Santa Barbara County action to Federal Court (Case No. 2:22-cv-00785-MCS-KS) pursuant to the Class Action Fairness Act.

1 e. On April 19, 2022, the parties entered into a Tolling Agreement applicable to all claims
2 pled by Plaintiff, after which the Federal Court action was dismissed without prejudice.

3 f. On September 26, 2022, the Parties participated in a full-day mediation before Steven G.
4 Mehta, Esq., a well-respected wage and hour class action mediator, at which time the Parties reached
5 agreement on the material terms of a proposed class action and PAGA settlement that would fully
6 resolve the Action, which they memorialized in a signed Memorandum of Understanding on September
7 30, 2022, made subject to the Parties entering into a more comprehensive written settlement agreement.

8 42. On December 8, 2022, Plaintiff filed the operative Complaint against Defendants alleging
9 minimum wage violations, overtime wage violations, meal period violations, rest period violations,
10 waiting time penalties, wage statement penalties, violations of the California Business and Professions
11 Code section 17200, and Private Attorneys General Act.

12 43. Benefits of Settlement to Plaintiff and the Class Members. Plaintiff and Class Counsel
13 recognize the expense and length of continued proceedings necessary to litigate Plaintiff's disputes in
14 the Action through trial and through any possible appeals. Plaintiff has also taken into account the
15 uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in such
16 litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish
17 liability for the claims asserted in the Action, both generally and in response to Defendants' defenses
18 thereto, and the difficulties in establishing damages, penalties, restitution and other relief sought in the
19 Action. Plaintiff and Class Counsel also have taken into account Defendants' agreement to enter into a
20 settlement that confers substantial benefits upon the Class Members. Based on the foregoing, Plaintiff
21 and Class Counsel have determined that the Settlement set forth in this Stipulation of Settlement is fair,
22 adequate, and reasonable and is in the best interests of all Class Members.

23 44. Defendants' Reasons for Settlement. Defendants have concluded that further defense of
24 the Action would be protracted and expensive. Substantial amounts of Defendants' time, energy, and
25 resources have been, and unless this Settlement is completed, shall continue to be, devoted to the
26 defense of the claims asserted by Plaintiff. Defendants have also taken into account the risks of further
27 litigation in reaching their decision to enter into this Settlement. Even though Defendants contend they
28 are not liable for any of the claims alleged by Plaintiff in the Action and deny any liability whatsoever,

Defendants nonetheless, have agreed to settle in the manner and upon the terms set forth in this Stipulation of Settlement and to fully and finally put to rest the claims alleged in this Action. Defendants have asserted and continue to assert that the claims alleged by Plaintiff have no merit and do not give rise to any liability, damages, restitution, penalties, or other payments. This Stipulation of Settlement is a compromise of disputed claims. Nothing contained in this Stipulation of Settlement, no documents referred to herein, and no action taken to carry out this Stipulation of Settlement, shall be construed or used as an admission by or against Defendants as to the merits or lack thereof of the claims asserted in the Action. Defendants contend that they have complied with all applicable state, federal and local laws. In the event this Settlement does not obtain final approval, Defendants retain all rights they have to defend themselves in this matter and to take any actions in defense of themselves that are available to Defendants.

CLASS CERTIFICATION

45. Solely for purposes of settling the Action, and not for purposes of class certification should the Settlement not be approved or for any other reason, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Settlement Class have been met and are met. More specifically, for purposes of settlement only, the Parties stipulate and agree that:

a. The Settlement Class is ascertainable and so numerous as to make it impracticable to join all Class Members;

b. There are common questions of law and fact including, but not limited to, the following:

i. Whether Defendants compensated Class Members the statutory minimum wage for all hours worked;

ii. Whether Defendants compensated Class Members for all overtime hours worked;

iii. Whether Defendants provided meal periods to Class Members and/or paid penalties to Class Members for missed meal periods;

iv. Whether Defendants provided rest periods to Class Members and/or paid penalties to Class Members for missed rest periods;

1 v. Whether Defendants furnished Class Members with accurate itemized
2 wage statements; and

3 vi. Whether Defendants paid timely final wages to Class Members who
4 separated from their employment with Defendants.

5 c. The Class Representative's claims are typical of the claims of the Settlement Class;

6 d. The Class Representative and Class Counsel will fairly and adequately protect
7 the interests of the Settlement Class;

8 e. The prosecution of separate actions by individual members of the Settlement
9 Class would create the risk of inconsistent or varying adjudications, which would establish
10 incompatible standards of conduct; and

11 f. Questions of law and fact common to the members of the Settlement Class
12 predominate over any questions affecting any individual Class Member, and a class action is superior
13 to other available means for the fair and efficient adjudication of the controversy.

14 46. **Should this Settlement not be approved or be terminated, all stipulations set forth in**
15 **the immediately preceding Paragraph 45 shall be null and void and shall not be admissible for any**
16 **purpose whatsoever.**

17 **TERMS OF SETTLEMENT**

18 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set
19 forth herein, the Parties agree, subject to the Court's approval, as follows:

20 47. Binding Settlement. This Settlement shall bind the Parties and all Participating Class
21 Members, subject to the terms and conditions hereof and the Court's approval.

22 48. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of
23 the payments specified herein, and Class Members are not relying on any statement or representation by the
24 Parties, Class Counsel or Defense Counsel in this regard. Settlement payments made to eligible Class
25 Members will be attributed as 20% wages and 80% interest and penalties. The Class Members are
26 responsible for their share of the payroll taxes, which shall be deducted from their individual settlement
27 payments. Defendants are responsible for the employer share of payroll taxes separate and apart from
28

the Maximum Settlement Amount, and these taxes will not be deducted from the Maximum Settlement Amount.

49. Participating Class Members understand and agree that they shall be responsible for the payment of all taxes and penalties assessed on the payments specified herein, and shall hold the Parties, Class Counsel and Defense Counsel free and harmless from and against any claims resulting from treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes. Class Counsel understand and agree that they shall be responsible for the payment of all taxes and penalties assessed on the payments specified herein as “Class Counsel Award”, and shall hold the Parties and Defense Counsel free and harmless from and against any claims resulting from the tax treatment of such payment.

50. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision of this Stipulation of Settlement, and no written communication or disclosure between or among the Parties, Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Stipulation of Settlement, (b) has not entered into this Stipulation of Settlement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Stipulation of Settlement.

51. Preliminary Approval of Settlement. Class Counsel will reserve a date for a hearing on Plaintiff’s Motion for Preliminary Approval to take place at a time mutually agreed to by the Parties so that the Parties may request provisional certification of the Settlement Class for settlement purposes only and the setting of a Final Approval Hearing. The Parties agree to work diligently and cooperatively to

1 have this Settlement presented to the Court for preliminary approval. The proposed Order granting
2 Plaintiff's Motion for Preliminary Approval shall be mutually agreed to by the Parties prior to Plaintiff
3 submitting the proposed Order to the Court. Plaintiff will also provide Defendants with the opportunity
4 to review and comment upon drafts of the notice of motion and memorandum of points and authorities
5 to be filed in connection with his Motion for Preliminary Approval at least three (3) days prior to filing
6 such motion with the Court.

7 52. Release of Claims.

8 a. Release by All Participating Class Members. All Participating Class Members,
9 including Plaintiff, shall be deemed to have released their respective Released Claims against the Released
10 Parties upon the date on which the payment of the Maximum Settlement Amount is made by Defendants.
11 Plaintiff and Class Members who do not Request Exclusion will be deemed to have fully, finally and forever
12 released, settled, compromised, relinquished, and discharged with respect to all of the Released Parties for
13 any and all Released Claims. The Settlement Class and each Class Member who has not submitted a valid
14 Request for Exclusion, fully releases and discharges the Released Parties for the Released Claims.

15 b. Additional Release by All PAGA Employees. In addition to the release of Released
16 Claims against the Released Parties made by all Participating Class Members, upon the date on which the
17 payment of the Maximum Settlement Amount is made by Defendants, all PAGA Employees shall be
18 deemed to have released their respective PAGA Released Claims against the Released Parties.

19 c. Additional Release and Waiver of Claims by Plaintiff. In addition to the release of
20 Released Claims against the Released Parties made by all Participating Class Members, as set forth above,
21 Plaintiff, in his individual capacity, agrees to release the Released Parties from any and all claims, known
22 and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other
23 source of law, arising as of the date of execution of this Agreement including but not limited to claims
24 arising from or related to his employment with Defendants and his compensation while an employee of
25 Defendants ("Plaintiff's Released Claims"). Plaintiff's Released Claims include, but are not limited to, all
26 of the Released Claims and any other claims arising under the California Labor Code; any claim arising
27 out of the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and
28 federal common law; all claims for lost wages and benefits, emotional distress, retaliation, punitive

1 damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination,
2 harassment, and wrongful termination, including but not limited to, 42 U.S.C. section 1981, Title VII of
3 the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment
4 Act, the California Fair Employment and Housing Act, the California Labor Code, and the law of contract
5 and tort. This release excludes the release of claims not permitted by law.

6 Plaintiff's Released Claims include all claims, whether known or unknown. Even if Plaintiff
7 discovers facts in addition to or different from those that he now knows or believes to be true with respect
8 to the subject matter of Plaintiff's Released Claims, those claims will remain released and forever barred.
9 To effect a full and complete general release as described above, Plaintiff expressly waives and
10 relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, and does so
11 understanding and acknowledging the significance and consequence of specifically waiving section 1542.
12 Section 1542 of the Civil Code of the State of California states as follows:

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

17 Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release
18 and discharge of the Released Parties, Plaintiff expressly acknowledges this Stipulation of Settlement is
19 intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in
20 Plaintiff's favor at the time of signing this Stipulation of Settlement, and that this Stipulation of Settlement
21 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff has read this
22 Stipulation of Settlement, including this waiver of California Civil Code section 1542, and that Plaintiff has
23 consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Stipulation
24 of Settlement and specifically about the waiver of section 1542, and that Plaintiff understands this
25 Stipulation of Settlement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this
26 Stipulation of Settlement. Plaintiff further acknowledges that Plaintiff later may discover facts different
27 from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or
28 described in this Stipulation of Settlement, and even so Plaintiff agrees that the releases and agreements

1 contained in this Stipulation of Settlement shall remain effective in all respects notwithstanding any later
2 discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in
3 connection with the true facts involved in the matters, disputes, or controversies released or described in this
4 Stipulation of Settlement or with regard to any facts now unknown to Plaintiff relating thereto.

5 53. Settlement Administration.

6 a. Production of Class List. Within fifteen (15) calendar days of the Court signing
7 the Preliminary Approval Order, Defendants shall provide the Settlement Administrator with the Class
8 List for purposes of mailing the Settlement Notices to Class Members. The Settlement Administrator
9 shall not be permitted to share any Class Information included in the Class List with Plaintiff, Class
10 Counsel, or any other individual or entity absent express approval by Defendants or Defense Counsel.

11 b. Notice by First Class U.S. Mail. Upon receipt of the Class List, the Settlement
12 Administrator shall perform a search based on the National Change of Address Database maintained by
13 the United States Postal Service to update and correct any known or identifiable address changes.
14 Within fourteen (14) calendar days after receiving the Class List from Defendants, as provided herein,
15 the Settlement Administrator shall mail copies of the Settlement Notice to all Class Members via regular
16 First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the
17 current mailing address for each Class Member. The address identified by the Settlement Administrator
18 as the current mailing address shall be presumed to be the most current mailing address for each Class
19 Member. The Parties agree that this procedure for notice provides the best notice practicable to Class
20 Members and fully complies with due process.

21 c. Opt-Out Period: Class Members shall have sixty (60) days to submit a Request for
22 Exclusion or submit a Notice of Objection, as described herein. PAGA Employees cannot opt-out of or
23 object to the settlement of the PAGA claims.

24 d. Undeliverable Settlement Notices. Any Settlement Notice returned to the
25 Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the
26 forwarding address affixed thereto within five (5) calendar days of receipt of the returned Settlement
27 Notice by the Settlement Administrator. If no forwarding address is provided, the Settlement
28 Administrator shall attempt to determine a correct address by the use of skip-tracing, or other type of

1 automated search, using the name, address and/or Social Security number of the Class Member involved,
2 and shall then perform a re-mailing to the Class Member whose Settlement Notice was returned as non-
3 deliverable within five (5) calendar days of receipt of the returned Settlement Notice by the Settlement
4 Administrator, assuming another mailing address is identified by the Settlement Administrator. Class
5 Members who are sent a re-mailed Settlement Notice shall have their Response Deadline, including their
6 deadline to submit a Workweek Dispute, extended by ten (10) calendar days from the date the Settlement
7 Administrator re-mails the Settlement Notice. If these procedures are followed, notice to Class Members
8 shall be deemed to have been fully satisfied, and if the intended recipient of the Settlement Notice does not
9 receive the Settlement Notice, the intended recipient shall nevertheless remain a Class Member and shall
10 be bound by all terms of the Settlement and the Final Order and Judgment.

11 e. Defective Requests for Exclusion. If a Class Member's Request for Exclusion is
12 defective under the requirements of this Stipulation of Settlement, that Class Member will be given an
13 opportunity to cure the defects, as follows: (i) the Settlement Administrator will mail the Class Member
14 a cure letter within three (3) business days of receiving the defective Request for Exclusion to advise the
15 Class Member that his/her submission is defective and that the defect must be cured to render the
16 Request for Exclusion valid; (ii) the Class Member will have until either the Response Deadline or seven
17 (7) calendar days from the date of the cure letter, whichever date is later, to postmark or fax a revised
18 Request for Exclusion. If the revised Request for Exclusion is not postmarked or faxed within that
19 period, it will be deemed untimely and invalid.

20 f. Determination of Individual Settlement Awards. The Settlement Administrator
21 shall determine the eligibility for, and the amounts of, each Individual Settlement Award under the terms
22 of this Stipulation of Settlement. The Settlement Administrator's determination of the eligibility for and
23 amount of each Individual Settlement Award shall be binding upon the Class Members and the Parties. In
24 the absence of fraud or gross negligence, Defendants' records shall be presumed accurate.

25 g. Disputes Regarding Administration of Settlement. All workweek disputes will be
26 submitted to the Settlement Administrator with input from the Parties for resolution, but any final decisions
27 which cannot be resolved by the Settlement Administrator and the Parties shall be submitted to the Court
28 which will have the final decision on all workweek disputes and said decision will be non-appealable.

1 h. Monitoring and Reviewing Settlement Administration. The Parties have the right
2 to monitor and review the administration of the Settlement to verify that the monies allocated under the
3 Settlement are distributed in the correct amount, as provided for in this Stipulation of Settlement.

4 i. Certification Reports Regarding Individual Settlement Award Calculations. The
5 Settlement Administrator will provide Defense counsel and Class Counsel a weekly report which certifies: (a)
6 the number of Class Members who have submitted valid Requests for Exclusion or objections; and (b) whether
7 any Class Member has submitted a challenge to any information contained in the Settlement Notice, including
8 but not limited to the number of Class Members who have submitted a Workweek Dispute. Additionally, the
9 Settlement Administrator will provide to Defense counsel and Class Counsel any updated reports regarding
10 the administration of the Settlement Agreement as needed or requested. The Settlement Administrator shall
11 not identify the name, address, or Social Security Number of any Class Member to Plaintiff, Class Counsel,
12 or any other individual or entity absent express approval by Defendants or Defense Counsel.

13 j. Best Efforts. The Parties agree to use their best efforts to carry out the terms of
14 this Settlement.

15 54. Funding of Maximum Settlement Amount. The Maximum Settlement Amount shall be
16 paid by Defendants in one lump sum payment within fourteen (14) calendar days after the Effective Date.
17 Defendants shall provide the Maximum Settlement Amount to the Settlement Administrator in any
18 feasible manner, including, but not limited to, by way of a wire transfer. If this Settlement is not finally
19 approved by the Court in full, or is terminated, rescinded, canceled or fails to become effective for any
20 reason, or if the Effective Date does not occur, then no portion of the Maximum Settlement Amount shall
21 be paid.

22 55. Escalator Clause. Defendants represented that there were approximately 24,429
23 workweeks worked by the 192 Settlement Class Members as of the date of mediation. If, at the time of
24 preliminary approval, the actual number of aggregate workweeks worked by the Settlement Class
25 Members exceeds this figure by more than 10% (i.e., if there are 26,872 or more aggregate workweeks
26 worked by the Settlement Class Members), Defendants shall either, at their sole discretion (i) increase
27 the Maximum Settlement Amount on a proportional basis (i.e., if there was a 12% increase in the
28 number of aggregate workweeks, Defendants shall increase the Maximum Settlement Amount by 12%),

or (ii) elect to cut off the Settlement Class as of the date the total workweeks worked by Class Members during the Class Period exceeds 10% of the 24,429 estimate.

56. Allocation of Maximum Settlement Amount.

a. Individual Settlement Awards. Class Members shall not be required to submit a claim in order to receive a share of the Net Settlement Amount, and no portion of the Maximum Settlement Amount shall revert to Defendants or result in an unpaid residue. Individual Settlement Awards shall be paid by the Settlement Administrator from the Net Settlement Amount after receipt of the Maximum Settlement Amount from Defendants, in accordance with the terms and formulas set forth herein. Individual Settlement Award payments shall be mailed by the Settlement Administrator by regular First Class U.S. Mail to each Participating Class Member's last known mailing address within fifteen (15) calendar days after Defendants provide the Settlement Administrator with the Maximum Settlement Amount. Prior to mailing the Individual Settlement Awards, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes.

i. Each Participating Class Member's Individual Settlement Award shall be calculated solely by the Settlement Administrator as follows:

(1) Five percent (5%) of the Net Settlement Amount shall be designated as the "Wage Statement Amount." Each Participating Class Member who worked for Defendants at any time from November 12, 2020 to December 31, 2022, shall receive a portion of the Wage Statement Amount proportionate to the number of Workweeks that he or she worked during the aforementioned time period.

(2) Five percent (5%) of the Net Settlement Amount shall be designated as the "Waiting Time Amount." The Waiting Time Amount shall be distributed in equal, pro-rata shares to each Participating Class Member who separated their employment from Defendants at any time from November 12, 2018 to December 31, 2022.

(3) The Settlement Administrator will then calculate the Workweek Value for Participating Class Members by dividing the remainder of the Net Settlement Amount by the total number of Workweeks for all Participating Class Members during the Class Period, then

1 multiplying by the amount of individual workweeks, resulting in a value for each week worked by the
2 Class Members during the Class Period. To determine each Class Member's estimated Individual
3 Settlement Award, the Settlement Administrator will multiply the Workweek Value by the number of
4 Workweeks worked by each Participating Class Member, and add it to any entitlement from the Wage
5 Statement Amount and/or Waiting Time Amount. All Participating Class Members will be entitled to
6 payment for at least one Workweek.

7 (4) Should any of the following occur, the Settlement Administrator will
8 proportionately increase the estimated Individual Settlement Award of each Participating Class Member to
9 ensure that the entire Net Settlement Amount is distributed to Participating Class Members: (i) any Class
10 Members submit timely and valid, or otherwise accepted, Requests for Exclusion following the provision of
11 Settlement Notices and expiration of the Response Deadline; (ii) the Court approves a Class Representative
12 Service Award in an amount less than that requested by Plaintiff, as detailed herein; (ii) the Court approves a
13 Class Counsel Award in an amount less than that requested by Plaintiff, as detailed herein; and/or (iii) the Court
14 approves Settlement Administration Costs in an amount less than that requested by Plaintiff, as detailed herein.

15 ii. Individual Settlement Award payments shall be made by check and shall
16 be made payable to each Participating Class Member as set forth in this Stipulation of Settlement.

17 iii. For tax purposes, Individual Settlement Awards shall be allocated as
18 follows: one hundred percent (100%) of the Wage Statement Amount shall be allocated as alleged unpaid
19 non-wage penalties and interest and not subject to payroll tax withholdings; one hundred percent (100%)
20 of the Waiting Time Amount shall be allocated as alleged unpaid non-wage penalties and interest and not
21 subject to payroll tax withholdings; and for the remainder of the Net Settlement Amount, twenty percent
22 (20%) shall be allocated as alleged unpaid wages subject to all applicable tax withholdings; and eighty (80
23 percent) shall be allocated as alleged unpaid interest and penalties not subject to payroll tax withholdings.

24 The Settlement Administrator shall issue an IRS Form W-2 to each Participating Class Member for the
25 portion of each Individual Settlement Award payment allocated as alleged unpaid wages and subject to all
26 applicable tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each
27 Participating Class Member for the portion of each Individual Settlement Award payment allocated as
28 alleged unpaid non-wage penalties and interest and not subject to payroll tax withholdings. The

1 Settlement Administrator shall calculate the amount of the Employer's Share of Payroll Taxes and shall
2 remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities in a
3 timely manner. Defendants will be responsible for paying their share of the Payroll Taxes and this amount
4 will not be deducted from the Maximum Settlement Amount.

5 iv. Any Individual Settlement Award check issued by the Settlement
6 Administrator to Participating Class Members will be valid and negotiable for one hundred eighty (180)
7 calendar days from the date it is issued. After the expiration of the 180-day period, the Settlement
8 Administrator will distribute the total amount of any unpaid residue or unclaimed funds to the Controller of
9 the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code section
10 1500, *et seq.*, in the name of the Participating Class Member to whom the check was issued, until such time
11 that such Participating Class Members claim their property. After this process is completed, the Settlement
12 Administrator will prepare the Final Report regarding the distribution of the Maximum Settlement Amount,
13 including the total amount that was cashed/deposited by Participating Class Members and the total amount
14 of any unpaid residue or unclaimed or abandoned funds that was distributed to the State Controller.

15 v. In the event a Participating Class Member fails to cash/deposit his or her
16 Individual Settlement Award check, the Participating Class Member shall nevertheless remain bound by
17 the Settlement. Defendants shall fully discharge their obligations to those Class Members to whom they
18 will pay an Individual Settlement Award through the mailing of a Settlement check, regardless of
19 whether such checks are actually received and/or negotiated by Class Members. Any check that is not
20 negotiated within one hundred eighty (180) days of mailing to a Class Member will not be re-issued and
21 will be distributed to the Controller of the State of California to be held in the name of the Participating
22 Class Member to whom the check was issued.

23 vi. All monies received by Participating Class Members under the Settlement
24 which are attributable to wages shall constitute income to such Participating Class Members solely in the
25 year in which such monies actually are received by the Participating Class Members. It is expressly
26 understood and agreed that the receipt of Individual Settlement Awards shall not entitle any Participating
27 Class Member to additional compensation or benefits under any collective bargaining agreement or under
28 any bonus, contest or other compensation or benefit plan or agreement in place during the period covered

1 by the Settlement, nor shall it entitle any Participating Class Member to any increased pension and/or
2 retirement, or other deferred compensation benefits. It is the intent of the Parties that Individual Settlement
3 Awards provided for in this Stipulation of Settlement are the sole payments to be made by Defendants to
4 Participating Class Members in connection with this Settlement, with the exception of Plaintiff, and that the
5 Participating Class Members are not entitled to any new or additional compensation or benefits as a result
6 of having received the Individual Settlement Awards. Furthermore, the receipt of Individual Settlement
7 Awards by Participating Class Members shall not, and does not, by itself establish any general, special, or
8 joint employment relationship between and among the Participating Class Member(s) and Defendants.

9 b. Class Representative Service Award. For the purposes of this Settlement only,
10 the Parties agree to the designation of Plaintiff Robert Lewis as Class Representative. In recognition of
11 his time and effort in bringing and presenting the Action, and for agreeing to the general release of all
12 claims, including a waiver of California Civil Code section 1542, Plaintiff shall request a Class
13 Representative Service Award not to exceed Ten Thousand Dollars (\$10,000.00), provided Plaintiff
14 signs this Stipulation of Settlement. Plaintiff's request for such Class Representative Service Award
15 shall be subject to approval from the Court. The Court-approved Class Representative Service Award
16 shall be paid to Plaintiff from the Maximum Settlement Amount and shall be mailed by the Settlement
17 Administrator to Plaintiff on the same date that the Settlement Administrator mails Individual
18 Settlement Award payments to Participating Class Members. The Class Representative Service Award
19 will be in addition to Plaintiff's Individual Settlement Award paid pursuant to the Settlement. The
20 Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for his Class Representative Service
21 Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Class
22 Representative Service Award and shall hold harmless Defendants, Class Counsel and Defense Counsel
23 from any claim or liability for taxes, penalties, or interest arising as a result of payment of the Class
24 Representative Service Award. Any amount requested by Plaintiff for the Class Representative Service
25 Award and not awarded by the Court shall become part of the Net Settlement Amount and shall be
26 distributed to Participating Class Members as part of the Individual Settlement Awards.

27 c. Class Counsel Award. Class Counsel shall be entitled to request attorneys' fees in
28 an amount not to exceed one-third (33 1/3%) of the Maximum Settlement Amount, which amounts to Two

1 Hundred and Fifty-Thousand Dollars (\$250,000). In addition, Class Counsel shall also be entitled to
2 request an award of costs associated with Class Counsel's prosecution of the Action not to exceed Thirty
3 Thousand Dollars (\$30,000.00). Class Counsel's request for such attorneys' fees and costs shall be subject
4 to approval from the Court. Any amount requested by Plaintiff for the Class Counsel Award and not
5 awarded by the Court shall become part of the Net Settlement Amount and shall be distributed to
6 Participating Class Members as part of the Individual Settlement Awards. The Court-approved Class
7 Counsel Award shall be paid to Class Counsel from the Maximum Settlement Amount and shall be mailed
8 by the Settlement Administrator to Class Counsel on the same date that the Settlement Administrator mails
9 Individual Settlement Award payments to Participating Class Members. Class Counsel shall be solely and
10 legally responsible to pay all applicable taxes on the Class Counsel Award. Class Counsel shall provide
11 the Settlement Administrator with properly completed and signed copies of IRS Form W-9 in order for the
12 Settlement Administrator to process the Class Counsel Award approved by the Court. The Settlement
13 Administrator shall issue an IRS Form 1099 to Class Counsel for the Class Counsel Award.

14 d. PAGA Payment. Subject to Court approval, the Parties agree that the amount of
15 Fifty-Thousand Dollars (\$50,000.00) will be paid from the Maximum Settlement Amount in satisfaction
16 of Plaintiff's and PAGA Employees' claims under PAGA. Pursuant to PAGA, seventy five percent
17 (75%) or Thirty-Seven Thousand Five-Hundred Dollars (\$37,500.00) of this sum will be paid to the
18 LWDA and twenty five percent (25%) or Twelve-Thousand Five-Hundred Dollars (\$12,500.00) will be
19 distributed to the PAGA Employees (*i.e.*, those Class Members who worked for Defendants as non-
20 exempt employees during the PAGA Period). The Settlement Administrator will use the following
21 formula to calculate the Individual PAGA Awards for the PAGA Employees: Individual PAGA Award
22 = [total value of PAGA Payment to be distributed to PAGA Employees, *i.e.*, \$12,500.00] × [pay periods
23 worked by the individual PAGA Employee during the PAGA Period ÷ total pay periods worked by all
24 PAGA Employees during the PAGA Period]. All portions of the PAGA Payment paid to the PAGA
25 Employees shall be allocated as alleged penalties and not subject to payroll tax withholdings, for which
26 the Settlement Administrator shall issue an IRS Form 1099. Any Court-awarded PAGA Payments will
27 be paid to the Labor and Workforce Development Agency and PAGA Employees from the Maximum
28 Settlement Amount and shall be mailed by the Settlement Administrator to the Labor and Workforce

1 Development Agency and PAGA Employees on the same date that the Settlement Administrator mails
2 Individual Settlement Award payments to Participating Class Members.

3 e. Settlement Administration Costs. The Settlement Administration fees and
4 expenses, which are estimated not to exceed Eight-Thousand Five-Hundred Dollars (\$8,500.00), shall be
5 paid from the Maximum Settlement Amount. Prior to Plaintiff filing a Motion for Final Approval of the
6 Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the Settlement
7 Administration Costs to date. The Parties agree to cooperate in the Settlement Administration process and
8 to make all reasonable efforts to control and minimize Settlement Administration Costs.

9 i. The Parties each represent they do not have any financial interest in the
10 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could
11 create a conflict of interest.

12 ii. The Settlement Administrator shall keep the Parties timely apprised of the
13 performance of all Settlement Administrator responsibilities required by the Settlement. The Settlement
14 Administrator shall be authorized to establish a Qualified Settlement Fund (“QSF”) pursuant to IRS
15 rules and regulations in which the Maximum Settlement Amount shall be placed and from which
16 payments required by the Settlement shall be made.

17 57. Payroll Taxes. In accordance with this Settlement and to the fullest extent possible, the
18 Maximum Settlement Amount shall resolve, satisfy and completely extinguish all of Defendants’ liability
19 with respect to the Class Members, except that Defendants shall solely be responsible for the Employer’s
20 Share of Payroll Taxes on the portion of the Individual Settlement Awards that constitutes alleged unpaid
21 wages. Upon the transfer of the Maximum Settlement Amount and the Employer’s Share of Payroll Taxes,
22 Defendants shall have no further payment or defense obligation whatsoever with respect to any claims
23 covered by this Settlement made or asserted by any person or entity in connection with the Class Members.

24 58. Final Settlement Approval Hearing and Entry of Final Order and Judgment. Following
25 expiration of the Response Deadline, a Final Approval Hearing shall be conducted by the Court for the
26 Court to determine whether to grant final approval of the Settlement, including determining the amounts
27 properly payable for the: (i) Class Counsel Award; (ii) Class Representative Service Award; (iii) PAGA
28 Payment; and (iv) Settlement Administration Costs. Prior to the Final Approval Hearing, the Settlement

1 Administrator shall provide a written report or declaration to the Parties describing the process and results
2 of the administration of the Settlement to date, which report or declaration shall be filed by Plaintiff with the
3 Court prior to the Final Approval Hearing. The Parties agree to work diligently and cooperatively to have
4 this Settlement presented to the Court for final approval. The proposed Order granting Plaintiff's Motion
5 for Final Approval shall be mutually agreed to by the Parties prior to Plaintiff submitting the proposed
6 Order to the Court. Plaintiff will also provide Defendants with the opportunity to review and comment
7 upon drafts of the notice of motion and memorandum of points and authorities to be filed in connection
8 with his Motion for Final Approval at least three (3) days prior to filing such motion with the Court. The
9 Settlement Administrator shall be responsible for posting notice of the Final Order and Judgment to the
10 Settlement Class on the Settlement Administrator's website.

11 59. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this
12 Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval and
13 determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this
14 Settlement Agreement, the Parties shall apply to the Court for the entry of an order scheduling a fairness
15 hearing on the question of whether the proposed settlement, including payment of the Class Counsel
16 Award, Class Representative Service Award, PAGA Payment, and Settlement Administration Costs,
17 should be finally approved as fair, reasonable and adequate as to the members of the Settlement Class.

18 As part of Plaintiff's Motion for Preliminary Approval, Plaintiff shall also apply to the Court for
19 the entry of an Order as follows:

- 20 a. Certifying the Settlement Class for settlement purposes only;
- 21 b. Approving, as to form and content, the proposed Settlement Notice;
- 22 c. Approving the manner and method for Class Members to object or request
23 exclusion from the Settlement, as described herein and within the Settlement Notice;
- 24 d. Directing the mailing of the Settlement Notices to Class Members, by first class mail;
25 and
- 26 e. Preliminarily approving the Settlement subject only to the objections of Class
27 Members and final review by the Court;
- 28

As part of Plaintiff's Motion for Final Approval, Class Counsel will submit a proposed Final Order of Approval and Judgment:

a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

b. Approving the Class Counsel Award, Class Representative Service Payment to Plaintiff, PAGA Payment, and Settlement Administration Costs;

c. Setting a date when the Parties shall submit the Final Report regarding the distribution of the Maximum Settlement Amount pursuant to California Code of Civil Procedure section 384, and, if necessary a date for a final accounting hearing following its receipt of the Final Report;

d. Entering judgment in this Action.

60. Revocation of Settlement by Defendants. If ten percent (10%) or more of the total Class Members timely exclude themselves and/or if the combined Workweeks worked by Class Members who timely exclude themselves amounts to ten percent (10%) or more of the total Workweeks worked by all Class Members, Defendants may, at their election and in their sole discretion, rescind the Settlement and all actions taken in furtherance of it will thereby be null and void. Defendants must exercise this right of rescission in writing, by certified or electronic mail to Class Counsel, within thirty (30) calendar days of the Response Deadline. Any Settlement Administration Costs already incurred by the Settlement Administrator shall be paid by Defendants in event the Settlement is terminated under this provision. At no time will Defendants or Defense counsel, or their agents or representatives, seek to solicit or otherwise encourage any Class Member to opt-out of the Settlement Class.

61. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary Approval Order; (ii) the Court does not grant final approval of the Settlement; (iii) the Court does not enter the Final Order and Judgment; or (iv) the Settlement does not become final for any other reason, this Stipulation of Settlement shall be rendered null and void, any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning and this Stipulation of Settlement and any documents related to it shall not be used by any Class Member or Class Counsel to support any claim or request for class certification in the Action, and shall not be used in any other civil, criminal or administrative action against Defendants or any of the other Released Parties. Should the Settlement not

1 become final for any reason, the Parties will request that the Court reopen proceedings within thirty (30)
2 calendar days, the Parties and any monies required to be paid under this Settlement shall be returned to their
3 respective statuses as of the date and time immediately prior to the execution of this Stipulation of
4 Settlement, and the Parties shall proceed in all respects as if this Stipulation of Settlement had not been
5 executed, except that any Settlement Administration Costs already incurred by the Settlement Administrator
6 shall be split evenly amongst the Parties (unless Defendants elect to revoke the Settlement, as specified in
7 Paragraph 60 above, in which case any Settlement Administration Costs already incurred by the Settlement
8 Administrator shall be paid by Defendants). In the event an appeal is filed from the Court's Final Order and
9 Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending
10 final resolution of the appeal or other appellate review and the stay shall only be lifted if the end result of
11 the appeal or other proceeding is that the terms of this settlement agreement are upheld.

12 62. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees that by signing this
13 Settlement Agreement, he will be bound by the terms herein, including the general release described in
14 Paragraph 52 above. Plaintiff further agrees that, upon signing this Settlement Agreement, he will not
15 request to be excluded from this Settlement and that any such request for exclusion by Plaintiff will be
16 void and of no force or effect.

17 63. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
18 certification for purposes of this Settlement only; and either Party may appeal any court order that
19 materially alters the Settlement Agreement's terms.

20 64. No Admission by Defendants. Defendants deny all claims alleged in this Action and deny
21 all wrongdoing whatsoever by Defendants. Neither this Stipulation of Settlement, nor any of its terms and
22 conditions, nor any of the negotiations connected with it, is a concession or admission, and none shall be
23 used against Defendants as an admission or indication with respect to any claim of any fault, concession, or
24 omission by Defendants or that class certification is proper under the standard applied to contested
25 certification motions. The Parties stipulate and agree to the certification of the proposed Settlement Class for
26 settlement purposes only. The Parties further agree that this Stipulation of Settlement will not be admissible
27 in this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendants
28

are liable to Plaintiff or any Class Member, other than according to the terms of this Stipulation of Settlement.

65. Publicity.

a. Prior to the Filing of Plaintiff's Motion for Preliminary Approval. Class Representative and Class Counsel will not make any public disclosures of any kind regarding the Settlement, this Stipulation of Settlement, or the Confidential Memorandum of Understanding executed by Class Counsel and Defense Counsel on September 30, 2022, including but not limited to postings on Class Counsel's websites and postings on any social media sites/outlets. However, Class Counsel is authorized to make disclosures as necessary for the purposes of obtaining preliminary approval of, and effectuating the terms of, the Settlement. Such disclosures are limited to court filings, submission of the Settlement to the LWDA, and communications with the Settlement Administrator for purposes of effectuating the terms of the Settlement. Class Counsel will take all steps necessary to ensure the Class Representative is aware of, and will encourage him to adhere to, the restriction against any public disclosures regarding the Settlement, this Stipulation of Settlement, and the Confidential Memorandum of Understanding executed by Class Counsel and Defense Counsel on September 30, 2022 until after the Motion for Preliminary Approval is filed. Further, Class Counsel will not include, reference or use the Settlement for any marketing or promotional purposes, or for attempting to influence business relationships at Defendants' locations, either before or after the Motion for Preliminary Approval is filed.

b. Following the Court's Order Granting Preliminary Approval. Class Representative and Class Counsel will not initiate any communications with the media or third parties, except for the LWDA and the Settlement Administrator as necessary to effectuate the terms of the Settlement and the Court's orders granting preliminary approval. If contacted by the media or third parties, other than the LWDA or the Settlement Administrator, Class Representatives and Class Counsel will only discuss information publicly available and on file with the Court. Class Counsel will take all steps necessary to ensure the Class Representative is aware of, and will encourage him to adhere to, the restriction against initiating any media comment. Class Counsel further agrees not to use the Settlement or any of its terms for any marketing or promotional purposes, and, as stated above, will not include, reference or use the Settlement for any marketing or promotional purposes, or for attempting to influence business relationships

1 at Defendants' locations, either before or after the Motion for Preliminary Approval is filed. However,
2 nothing herein will restrict Class Counsel from including publicly available information regarding this
3 Settlement in future judicial submissions regarding Class Counsel's qualifications and experience.

4 66. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
5 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
6 constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

7 67. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
8 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to
9 the Court for its approval, pursuant to Rule 3.770 of the California Rules of Court. After entry of the
10 Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the
11 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and
12 (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement

13 68. Exhibits and Headings. The terms of this Stipulation of Settlement include the terms set forth
14 in any attached Exhibit(s), which are incorporated by this reference as though fully set forth herein. The
15 Exhibit(s) to this Stipulation of Settlement are an integral part of the Settlement. The descriptive headings of
16 any paragraphs or sections of this Stipulation of Settlement are inserted for convenience of reference only.

17 69. Amendment or Modification. This Stipulation of Settlement may be amended or
18 modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

19 70. Entire Agreement. This Stipulation of Settlement and any attached Exhibit(s) constitute
20 the entire agreement between the Parties, and no oral or written representations, warranties, or
21 inducements have been made to Plaintiff or Defendants concerning this Stipulation of Settlement or its
22 Exhibit(s) other than the representations, warranties, and covenants contained and memorialized in this
23 Stipulation of Settlement and its Exhibit(s). No other prior or contemporaneous written or oral
24 agreements may be deemed binding on the Parties.

25 71. Authorization to Enter into Settlement Agreement. Class Counsel and Defense Counsel
26 warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this
27 Stipulation of Settlement and to take all appropriate actions required or permitted to be taken by such Parties
28 pursuant to this Stipulation of Settlement to effectuate its terms, and to execute any other documents required

1 to effectuate the terms of this Stipulation of Settlement. The Parties, Class Counsel and Defense Counsel
2 shall cooperate with each other and use their best efforts to effect the implementation of the Settlement. In
3 the event the Parties are unable to reach agreement on the form or content of any document needed to
4 implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the
5 terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The
6 person(s) signing this Stipulation of Settlement on behalf of Defendants represents and warrants that he/she
7 is authorized to sign this Stipulation of Settlement on behalf of Defendants. Plaintiff represents and
8 warrants that he is authorized to sign this Stipulation of Settlement and that he has not assigned any claim,
9 or part of a claim, covered by this Stipulation of Settlement to a third-party. The Parties have cooperated in
10 the drafting and preparation of this Stipulation of Settlement. Hence, in any construction made of this
11 Stipulation of Settlement, the same shall not be construed against any of the Parties.

12 72. Binding on Successors and Assigns. This Stipulation of Settlement shall be binding
13 upon, and inure to the benefit of, the successors and assigns of the Parties.

14 73. California Law Governs. All terms of this Stipulation of Settlement and the Exhibit(s) hereto
15 shall be governed by and interpreted according to the laws of the State of California, without giving effect to
16 any law that would cause the laws of any jurisdiction other than the State of California to be applied.

17 74. Counterparts. This Stipulation of Settlement may be executed in one or more counterparts.
18 All executed counterparts and each of them shall be deemed to be one and the same instrument.

19 75. This Settlement is Fair, Adequate and Reasonable. Plaintiff represents that this Settlement
20 is a fair, adequate, and reasonable settlement of the Action and he has arrived at this Settlement after
21 extensive arm's-length negotiations, taking into account all relevant factors, present and potential.

22 76. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the Court
23 shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms
24 of this Stipulation of Settlement and all orders and judgments entered in connection therewith, and the
25 Parties, Class Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of
26 interpreting, implementing, and enforcing the Settlement embodied in this Stipulation of Settlement and
27 all orders and judgments entered in connection therewith.
28

1 77. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation of
2 Settlement invalid, the Parties request that the Court first attempt to construe the terms or provisions
3 valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of
4 this Stipulation of Settlement as valid and enforceable. In the event the Court declares any material
5 provision of this Stipulation of Settlement invalid, the Stipulation of Settlement will be void and its
6 terms will be of no force and effect, except as otherwise agreed to by the Parties in writing.

7 78. Binding Nature of Notice of Class Action Settlement. It is agreed that, because the Class
8 Members are so numerous, it is impossible or impractical to have each Class Member execute the
9 Stipulation of Settlement. The Class Notice shall advise all Class Members of the binding nature of the
10 Settlement, and the release of Released Claims and shall have the same force and effect as if this
11 Stipulation of Settlement were executed by each Participating Class Member.

12 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily execute this Joint
13 Stipulation of Class Action and PAGA Settlement and Release between Plaintiff, on the one hand, and
14 Defendants, on the other hand, as of the date(s) set forth below:

15 Dated: 01/19/2023,


Robert Lewis (Jan 19, 2023 08:14 PST)

Plaintiff Robert Lewis

17 Dated: _____,

Defendants IMERYS Filtration Minerals, Inc. and
IMERYS Performance Minerals Americas, Inc.

19
20 By: John Carroll
Title: Treasurer

21 Approved as to form and content and as to Paragraph 65 (Publicity):
22

23 Dated: 01/19/2023,

HAINES LAW GROUP, APC

24
25 
Fletcher W. Schmidt
Matthew K. Moen
Susan J. Perez

26
27 Attorneys for Plaintiff
Robert Lewis
28

77. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation of Settlement invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation of Settlement as valid and enforceable. In the event the Court declares any material provision of this Stipulation of Settlement invalid, the Stipulation of Settlement will be void and its terms will be of no force and effect, except as otherwise agreed to by the Parties in writing.

78. Binding Nature of Notice of Class Action Settlement. It is agreed that, because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute the Stipulation of Settlement. The Class Notice shall advise all Class Members of the binding nature of the Settlement, and the release of Released Claims and shall have the same force and effect as if this Stipulation of Settlement were executed by each Participating Class Member.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily execute this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff, on the one hand, and Defendants, on the other hand, as of the date(s) set forth below:

Dated: _____, Plaintiff Robert Lewis

Dated: Jan 30, 2023, Defendants IMERYS Filtration Minerals, Inc. and
IMERYS Performance Minerals Americas, Inc.

John Carroll
John Carroll (Jan 30, 2023 11:36 EST)
By: John Carroll
Title: Treasurer

Approved as to form and content and as to Paragraph 65 (Publicity):

Dated: _____, HAINES LAW GROUP, APC

Fletcher W. Schmidt
Matthew K. Moen
Susan J. Perez

Attorneys for Plaintiff
Robert Lewis

1 Dated: January 30, 2023,

JACKSON LEWIS P.C.

2 

3 _____
4 Adam Y. Siegel
Eric J. Gitig
Jade M. Brewster

5
6 Attorneys for Defendants
7 IMERYS Filtration Minerals, Inc. and IMERYS
8 Performance Minerals Americas, Inc.
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EXHIBIT 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

ROBERT LEWIS, as an individual and on behalf of all
others similarly situated,

Plaintiff,

vs.

IMERYS FILTRATION MINERALS, INC., a
Delaware corporation; IMERYS PERFORMANCE
MINERALS AMERICAS, INC., a Delaware
corporation; and DOES 1 through 100,

Defendants.

Case No. 22CV04874

NOTICE OF CLASS ACTION SETTLEMENT

To: All current and former non-exempt employees who worked for Defendants in California at any time during November 12, 2017, to December 31, 2022 (the “Class Period”). Collectively, these employees will be referred to as “Class Members” or the “Settlement Class.”

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in *Robert Lewis, v. IMERYS Filtration Minerals, Inc., et al.*, Santa Barbara County Superior Court, Case No. 22CV04874 (the “Lawsuit”). Your rights may be affected by the Settlement, and it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendants’ records show that you were employed by Defendants as a non-exempt employee in California during the Class Period. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Robert Lewis (“Plaintiff”) brought this lawsuit against Defendants IMERYS Filtration Minerals, Inc. and IMERYS Performance Minerals Americas, Inc. (collectively, “Defendants”), asserting claims on behalf of all Class Members. Plaintiff is known as the “Class Representative,” and his attorneys, who also represent the interests of all Class Members, are known as “Class Counsel.”

In the Lawsuit, Plaintiff alleges that Defendants: (1) failed to pay all minimum wages; (2) failed to pay all overtime wages; (3) failed to provide all lawful meal periods; (4) failed to authorize and permit all lawful rest periods; (5) failed to issue accurate and itemized wage statements; (6) failed to timely pay all final wages; (7) engaged in unfair competition; and (8) is liable for civil penalties under the Private Attorneys General Act (“PAGA”).

Defendants strongly deny that they have done anything wrong and that they owe Class Members any damages, restitution, penalties, or other payments, and contend that they have complied with all applicable laws. Defendants also deny that Plaintiff is an adequate class representative or that this case can proceed on a class basis. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, which expressly deny all liability.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with business operations, the parties concluded that it is in the best interests of Defendants and the Class Members to settle the Lawsuit on the terms summarized in this Notice. After Defendants provided relevant information to Class Counsel, the Settlement was reached after mediation and arms'-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Defendants, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendants' policy strictly prohibits unlawful retaliation. Defendants will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Class Member because of his or her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff / Settlement Class: HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Matthew K. Moen (SBN 305956) mmoen@haineslawgroup.com Susan J. Perez (SBN 329044) sperez@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for Defendants: JACKSON LEWIS P.C. Adam Y. Siegel (SBN 238568) Adam.Siegel@jacksonlewis.com Eric J. Gitig (SBN 307547) Eric.Gitig@jacksonlewis.com Jade M. Brewster (SBN 303116) Jade.Brewster@jacksonlewis.com 725 South Figueroa Street, Suite 2500 Los Angeles, California 90017-5408 Telephone: (213) 689-0404 Facsimile: (213) 689-0430
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class – for settlement purposes only – of all current and former non-exempt employees who worked for Defendants in California at any time during the Class Period. Class Members who do not submit a valid and timely Request for Exclusion from the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendants, as described below in the “Release” section.

Defendants agreed to pay \$750,000.00 (the “Maximum Settlement Amount”) to fully resolve all claims in the Lawsuit, including payments to Class Members, the Class Counsel Award and Court-approved costs, settlement administration costs, payment to the California Labor and Workforce Development Agency (“LWDA”) for its share of PAGA civil penalties, and the Class Representative Service Award. The following deductions from the Maximum Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved CPT Group, Inc. to act as the “Settlement Administrator,” who is sending this Notice to you and who will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$8,500.00 from the Maximum Settlement Amount to pay the Settlement administration costs.

Attorneys' Fees and Costs. Class Counsel have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Maximum Settlement Amount. Class Members are not personally responsible for any of

Class Counsel's attorneys' fees or costs. Class Counsel will ask for attorneys' fees of up to one-third of the Maximum Settlement Amount (which is currently estimated to be \$250,000.00) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through final approval of the Settlement. Class Counsel also will ask for reimbursement of up to \$30,000.00 for verified costs which were incurred by Class Counsel in connection with the Lawsuit.

Class Representative Service Award. Class Counsel will ask the Court to award \$10,000.00 to Plaintiff as a Class Representative Service Award. This is meant to compensate Plaintiff for his general release of claims against Defendants and his service and extra work provided on behalf of the Class Members.

PAGA Payment to the State of California. The parties have agreed to allocate \$50,000.00 of the Maximum Settlement Amount as PAGA civil penalties. Per Labor Code Section 2699(i), 75% of such penalties (\$37,500.00) will be payable to the LWDA for its share of PAGA penalties, and the remaining 25% (\$12,500.00) will be payable to the Settlement Class as part of the Net Settlement Amount.

Calculation of Class Members' Individual Settlement Awards. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount, which will be distributed to all Class Members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount will be divided as follows:

- (i) Individual PAGA Award: The \$12,500.00 payable to the Class Members as PAGA civil penalties shall be designated as the "Individual PAGA Award." Each Class Member who worked as a non-exempt employee for Defendants in California from November 12, 2020 through December 31, 2022 ("PAGA Employees") (the "PAGA Period"), regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Amount pursuant to the following formula: $\$12,500.00 \times [\text{pay periods worked by the individual PAGA Employee during the PAGA Period} \div \text{total pay periods worked by all PAGA Employees during the PAGA Period}]$.
- (ii) Wage Statement Amount: Five percent (5%) of the Net Settlement Amount shall be designated as the "Wage Statement Amount." Each participating Class Member who worked for Defendants at any time from November 12, 2020 to December 31, 2022, shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period.
- (iii) Waiting Time Amount: Five percent (5%) of the Net Settlement Amount shall be designated as the "Waiting Time Amount." The Waiting Time Amount shall be distributed in equal, pro-rata shares to each participating Class Member who separated their employment from Defendants at any time between November 12, 2018 to December 31, 2022.
- (iv) The remainder of the Net Settlement Amount will be distributed to each participating Class Member based on their proportionate number of workweeks worked during the Class Period, by dividing the remainder of the Net Settlement Amount by the total number of workweeks for all participating Class Members during the Class Period, then multiplying by the amount of individual workweeks, resulting in a value for each week worked by the Class Members during the Class Period. To determine each Class Member's estimated Individual Settlement Award, the Settlement Administrator will multiply the workweek value by the number of workweeks worked by each participating Class Member and add it to any entitlement from the Wage Statement Amount and/or Waiting Time Amount. All participating Class Members will be entitled to payment for at least one workweek.

Individual Settlement Awards to Class Members. If the Court grants final approval of the Settlement, Individual Settlement Awards will be mailed to Class Members who did not submit a valid and timely Request for Exclusion. Each participating Class Member who receives an Individual Settlement Award must negotiate that check within 180 calendar days from the date the Settlement Administrator mails it. Any funds payable to participating Class Members whose checks are not negotiated within 180 calendar days after mailing will be transferred to the California State Controller's Office to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Class Member to whom the check was issued, until such time that he or she claims his or her property.

Allocation and Taxes. For tax purposes, each Individual Settlement Award will be allocated as follows: (i) one hundred percent (100%) of the Wage Statement Amount shall be allocated as penalties and interest issued pursuant to an IRS Form 1099; (ii) one hundred percent (100%) of the Waiting Time Amount shall be allocated as penalties and interest issued pursuant to an IRS Form 1099 and; (iii) of the remaining Net Settlement Amount, twenty percent (20%) shall be allocated as wages issued pursuant to an IRS Form W-2, with employee-side payroll withholding taxes withheld, and eighty percent (80%) penalties and interest issued pursuant to an IRS Form 1099. The Individual PAGA Award shall be allocated as one hundred percent (100%) penalties and interest issued pursuant to an IRS Form 1099. Class Members are responsible for the proper income tax treatment of the Individual Settlement Award. The Settlement Administrator, Defendants and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, each Class Member who has not submitted a timely and valid Request for Exclusion will fully release and discharge: Defendants and all their present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims, and Defendants' counsel of record in the Action (collectively the "Released Parties") from all claims under state, federal or local law, whether statutory, common law or administrative law, based on the factual allegations set forth in the operative Complaint, or which could have been pled in the operative Complaint based on the factual allegations therein, including but not limited to claims for minimum wage violations (Labor Code §§ 558, 1182.12, 1194, 1194.2, 1197), failure to pay overtime wages (Labor Code §510), meal period violations (Labor Code §§ 226.7, 512, 558), rest period violations (Labor Code §§ 226.7, 512, 558), wage statement violations (Labor Code § 226, *et seq.*), waiting time penalties (Labor Code §§ 201-203), unfair competition and all other alleged violations of the California Business and Professions Code section 17200, *et seq.*, that arose during the Class Period ("Released Claims"). All participating Class Members, including Plaintiff, shall be deemed to have released their respective Released Claims against the Released Parties upon the date on which the payment of the Maximum Settlement Amount is made by Defendants. Plaintiff and Class Members who do not Request Exclusion will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged with respect to all of the Released Parties for any and all Released Claims. The Settlement Class and each Class Member who has not submitted a valid Request for Exclusion, fully releases and discharges the Released Parties for the Released Claims.

PAGA Release. If the Court approves the Settlement, each PAGA Employee will be deemed to have released their respective PAGA Released Claims against the Released Parties, which includes alleged violations of PAGA, based on the underlying Released Claims or Plaintiff's PAGA Notice to the LWDA, or which could have been pled in the operative Complaint in the Action based on the factual allegations therein, including, but not limited to, claims seeking civil penalties under PAGA for minimum wage violations (Labor Code §§ 558, 1182.12, 1194, 1194.2, 1197), failure to pay overtime wages (Labor Code §510), meal period violations (Labor Code §§ 226.7, 512, 558), rest period violations (Labor Code §§ 226.7, 512, 558), wage statement violations (Labor Code § 226, *et seq.*), and waiting time penalties (Labor Code §§ 201-203), that arose during the PAGA Period ("Released PAGA Claims"). PAGA Employees cannot opt out or object to the PAGA settlement.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class Members, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your Individual Settlement Award, which has been calculated for you based on the formula set forth above, as stated in the accompanying Notice of Individual Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Individual Settlement Award. Your award is based on the proportionate number of workweeks that you worked during the relevant time periods, as well as your membership in the various subclasses. The information contained in Defendants' records regarding this information, along with your estimated Individual Settlement Award, is listed on the accompanying Notice of Individual Settlement Award. If you disagree with the

information in your Notice of Individual Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Individual Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Class Members. Should a consensus not be reached, any outstanding disputes will be submitted to the Court for a final determination.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written “Request for Exclusion” letter or card, to be either faxed or mailed, postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature. The Request for Exclusion must state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *ROBERT LEWIS, V. IMERY'S FILTRATION MINERALS, INC., ET AL.* LAWSUIT FILED IN THE SANTA BARBARA COUNTY SUPERIOR COURT, CASE NO. 22CV04874. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator at <<ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Class Member, shall be barred from participating in the class portion of the Settlement, and shall receive no benefits from the class portion of the Settlement. However, to the extent any Class Member was employed by Defendants in California during the PAGA Period, he/she will remain a PAGA Employee, continue to receive an Individual PAGA Award, and remain bound the PAGA Release, **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection must include your full name, signature, address, telephone number, and the last four digits of your Social Security number, as well as contact information for any attorney representing you regarding your objection, the case name and number, all objections and the factual and legal basis for the same, and any and all supporting papers, briefs, declarations, and/or other evidence supporting your objection. All objections or other correspondence must state the name and number of the case, which is *Robert Lewis, v. Imery's Filtration Minerals, Inc., et al.*, Santa Barbara County Superior Court, Case No. 22CV04874. Objections in writing must be postmarked on or before <<RESPONSE DEADLINE>>.

You may also appear, at your own expense, at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 4 of the Santa Barbara County Superior Court, located at 312-C East Cook Street, Santa Maria, California 93454. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing, if you wish to appear in person. You have the right to appear either in person or through your own attorney at this hearing, whether or not you submit a written objection. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 4 of the Santa Barbara County Superior Court, located at 312-C East Cook Street, Santa Maria, California 93454. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the Service Award to the Class

Representative, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. **You are not required to attend the Final Approval Hearing.**

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Santa Barbara County Court, Cook Division, located at 312 East Cook Street Building E, Santa Maria, CA, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. You may also contact Class Counsel and/or Defendants' counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANTS, OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<**RESPONSE DEADLINE**>>.

NOTICE OF INDIVIDUAL SETTLEMENT AWARD

ROBERT LEWIS, V. IMERYS FILTRATION MINERALS, INC., ET AL.
SANTA BARBARA COUNTY SUPERIOR COURT, CASE NO. 22CV04874

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the information listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Award:

According to Defendants' records:

- (a) You worked _____ workweeks during the Class Period;
- (b) You worked _____ workweeks between November 12, 2020 to December 31, 2022 (the Wage Statement/PAGA Period); and
- (c) Your employment with Defendants <<DID/DID NOT>> end between November 12, 2018 to December 31, 2022 (the Waiting Time Period).

Based on the above, your Individual Settlement Award is estimated to be \$ _____.

(IV) If you disagree with items (a) - (c) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Defendants' records, those records will control unless you are able to provide documentation that establishes that Defendants' records are mistaken. If there is a dispute about whether Defendants' information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the Class Notice that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.**

Signature: _____

Date: _____

EXHIBIT 3

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

November 12, 2021

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Robert Lewis v. Imerys Filtration Minerals, Inc., et al.*

To Whom It May Concern:

Please be advised that this law firm represents Robert Lewis in claims arising from his employment with IMERYS Filtration Minerals, Inc., IMERYS Performance Minerals Americas, Inc., and Does 1 through 100 (collectively, “Defendants”). Mr. Lewis is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendants’ violation of Labor Code section 226. On approximately June 30, 2021, Mr. Lewis mailed a personnel records request to Defendants via U.S. certified mail. Defendants failed to respond to Mr. Lewis’ records request within 21 days from the date of the request, in direct violation of Labor Code section 226(c). Even now, Defendants have yet to respond to Mr. Lewis’ request. Pursuant to Defendants violation of Labor Code section 226(c), Mr. Lewis is therefore an “aggrieved employee” within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754 (“[A]ny Labor Code penalties recoverable by state authorities may be recovered in a PAGA action by a person who was employed by the alleged violator and affected by at least *one* of the violations alleged in the complaint.”)(emphasis added).

The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” includes all of Defendants’ non-exempt employees who worked for Defendants during the one year immediately preceding the date of this letter through the present.

Defendants operate mines and processing plants in California. Mr. Lewis was employed by Defendants as a non-exempt employee at Defendants’ Lompoc, California location, from approximately October 2019 to February 5, 2020.

During Mr. Lewis’ employment with Defendants, Defendants maintained an unlawful policy/practice that failed to compensate Mr. Lewis and other aggrieved employees at least the minimum wage for all hours actually worked including, but not

limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work. Specifically, Defendants require Mr. Lewis and other aggrieved employees to don protective gear and prepare work-related equipment prior to clocking in for their shift, but only paid Mr. Lewis and other aggrieved employees for their scheduled shift time. This unlawful policy/practice is further evidenced in Defendants' collective bargaining agreement, which provides that "[i]ncidental time such as make ready and clothes change is not either straight time worked or overtime worked." As a result, Defendants required Mr. Lewis and other aggrieved employees to perform work while off-the-clock, and Defendants failed to compensate Mr. Lewis and other aggrieved employees for all minimum wages owed.

Throughout Mr. Lewis' employment, Defendants also failed to provide Mr. Lewis and other aggrieved employees with all legally compliant meal periods due to Defendants' unlawful meal period policies/practices that fail to provide timely, duty-free 30-minute meal periods. Specifically, Defendants require Mr. Lewis and other aggrieved employees to carry a radio at all times, and to respond to any incoming radio calls at all times, even during purported meal periods. This policy fails to relinquish all control over how Mr. Lewis and other aggrieved employees spend their meal periods, in violation of *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257.

Additionally, Defendants regularly provided Mr. Lewis and other aggrieved employees with late first meal periods that did not commence prior to the end of their fifth hour of work. Specifically, Defendants' non-exempt employees took staggered meal periods so that at least one employee would remain performing work on Defendants' equipment at all times. However, meal periods were taken based on seniority, with the most senior employees taking meal periods first and the most junior employees being forced to continue working until such time as the senior employees returned from their lunch periods. This regularly resulted in Mr. Lewis and other aggrieved employees being provided with untimely meal periods commencing after the conclusion of the fifth hour of work. On occasions when Mr. Lewis and other aggrieved employees worked shifts in excess of 10 and 12 hours, this meal period practice/policy similarly applied to second meal periods, resulting in Mr. Lewis and other aggrieved employees receiving untimely second meal periods commencing after the conclusion of the tenth hour of work. On occasions when Mr. Lewis and other aggrieved employees were not provided with all lawful meal periods to which they were entitled, Defendants failed to pay Mr. Lewis and other aggrieved employees an additional hour of premium pay, as required by Labor Code § 226.7.

Additionally, Defendants failed to authorize and permit Mr. Lewis and other aggrieved employees to take all legally-compliant paid rest periods for every 4 hours worked (or major fraction thereof) due to Defendants' unlawful rest period policies/practices. As stated, Defendants require Mr. Lewis and other aggrieved employees to carry radios and respond to incoming radio calls at all times, including during employees' 10-minute rest periods, in violation of *Augustus v. Security Services, Inc.* (2016) 2 Cal.5th 257, 269 ("[O]ne cannot square the practice of compelling employees to remain at the ready, tethered by time and policy to...communication devices, with the

requirement to relieve employees of all work duties and employer control during 10-minute rest periods.”). Despite Defendants’ failure to authorize and permit Mr. Lewis and other aggrieved employees to take all legally-compliant rest periods, Defendants failed to provide Mr. Lewis and other aggrieved employees with an additional hour of premium pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7.

As a result of Defendants’ failure to pay all minimum wages, and meal and rest period premium wages owed, Defendants maintained inaccurate payroll records and failed to pay all final wages owed to Mr. Lewis and other aggrieved employees upon their respective separations from employment.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 16 (“Wage Order 16”):

Minimum Wage Violations

Defendants failed to conform their pay practices to the requirements of the law by failing to pay Mr. Lewis and other aggrieved employees for all hours actually worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 16. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

Meal Period Violations

Defendants failed to provide Mr. Lewis and other aggrieved employees with all statutorily mandated meal periods, due to Defendants’ unlawful meal period policies and/or practices. As a result of the meal period violations discussed herein, Mr. Lewis and other aggrieved employees are owed an additional hour of wages for each meal period violation at the employee’s regular rate of compensation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”); *see also id.* § 512; Wage Order 16, § 10.

Rest Period Violations

Due to their unlawful rest period policies and/or practices, Defendants did not authorize and permit Mr. Lewis and other aggrieved employees to take all paid rest periods to which they were legally entitled. Wage Order 16, § 11 and California Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a rest period of at least

ten (10) minutes for each four (4) hour period worked or major fraction thereof. Despite Defendants' violations, Defendants have not paid an additional hour of premium pay to Mr. Lewis and aggrieved employees at their respective regular rates of pay for each violation in accordance with Labor Code section 226.7.

Waiting Time Violations

Defendants failed to timely pay Mr. Lewis and other aggrieved employees all final wages due to them at the time of their separation which includes, among other things, underpaid minimum wages, and meal and rest period premium wages. Further, Mr. Lewis is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to other aggrieved employees all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Mr. Lewis and other aggrieved employees their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due.

Record Keeping Violations

Defendants were subject to Labor Code § 226 (c) which states that upon receipt of a written or oral request to inspect or copy records, the employer "shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request." Labor Code § 226 (f) further provides that "[a] failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer." Although Mr. Lewis made a written request pursuant to subdivision (c), Defendants refused to respond within 21 days.

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Mr. Lewis and aggrieved employees with accurate and complete itemized wage statements that included, among other requirements, all minimum wages, and meal and rest period premium wages earned in violation of Labor Code § 226. Defendants' failure to furnish Mr. Lewis and aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all their minimum wages, and meal and rest period premium wages, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

As an "aggrieved employee," Mr. Lewis will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Lewis'

own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

- a. Defendants violated Labor Code §§ 558, 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Mr. Lewis and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Defendants violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Lewis and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- c. Defendants violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Mr. Lewis and other aggrieved employees all lawful rest periods, and failing to pay rest period premiums to Mr. Lewis and aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- d. Defendants violated Labor Code § 204 by failing to pay Mr. Lewis and other aggrieved employees and aggrieved employees all wages earned at least twice during each calendar month;
- e. Defendants violated Labor Code § 226 by failing to furnish aggrieved employees with accurate and compliant itemized wage statements;
- f. Defendants violated Labor Code §§ 201, 202, 203 by failing to timely pay Mr. Lewis and other aggrieved employees all wages due upon termination;
- g. Defendants violated Labor Code §§ 558, 1174, and 1198 by failing to maintain accurate records on behalf of Mr. Lewis and other aggrieved employees; and
- h. Defendants violated Labor Code § 226 by failing to respond to Mr. Lewis and other aggrieved employees' requests to inspect and/or copy employment records.

///
///
///

LWDA

November 12, 2021

Page 6 of 6

Pursuant to Labor Code Section § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read 'F. W. Schmidt', is written over the typed name.

Fletcher W. Schmidt

cc: IMERYS Filtration Minerals, Inc., c/o CT Corporation System (via certified mail);
IMERYS Performance Minerals Americas, Inc., c/o CT Corporation System (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 11/13/2021

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8359 1875 84

Our records indicate that this item was accepted by the USPS at:

USPS IN POSSESSION OF ITEM EL SEGUNDO, CA 90245 11/12/2021

ORIGINAL INTENDED RECIPIENT:

IMERYS FILTRATION MINERALS INC

C/O: C T CORPORATION SYSTEM

STE 700

330 N BRAND BLVD

GLENDALE CA 91203-2336

JR

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 11/13/2021

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8359 1876 14

Our records indicate that this item was accepted by the USPS at:

USPS IN POSSESSION OF ITEM EL SEGUNDO, CA 90245 11/12/2021

ORIGINAL INTENDED RECIPIENT:

IMERYS PERFORMANCE MINERALS AMERICAS INC

C/O: C T CORPORATION SYSTEM

STE 700

330 N BRAND BLVD

GLENDALE CA 91203-2336

JR



Mailer: Haines Law Group

Date Produced: 11/22/2021

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8359 1876 14. Our records indicate that this item was delivered on 11/16/2021 at 07:11 a.m. in GLENDALE, CA 91209. The scanned image of the recipient information is provided below.

Signature of Recipient :

Delivery Section	
signature X	
initials name	

Address of Recipient :

delivery address	
---------------------	--

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

IMERY'S PERFORMANCE MINERALS AMERICAS INC
C/O: C T CORPORATION SYSTEM
STE 700
330 N BRAND BLVD
GLENDALE CA 91203-2336

Customer Reference Number: C3058871.17783076

Return Reference Number JR



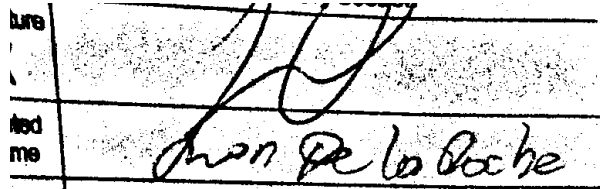
Mailer: Haines Law Group

Date Produced: 11/22/2021

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8359 1875 84. Our records indicate that this item was delivered on 11/17/2021 at 07:12 a.m. in GLENDALE, CA 91209. The scanned image of the recipient information is provided below.

Signature of Recipient :

Signature		
-----------	--	---

Address of Recipient :

Address	330 N Brand #700	
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Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

IMERY'S FILTRATION MINERALS INC
C/O: C T CORPORATION SYSTEM
STE 700
330 N BRAND BLVD
GLENDALE CA 91203-2336

Customer Reference Number: C3058871.17783075

Return Reference Number JR



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Fletcher

Your Last Name *

Schmidt

Firm Name (if any) *

Haines Law Group, APC

(Enter "in pro per" if you are representing yourself)

Your Email Address *

jramirez@haineslawgroup.

Your Street Name, Number and Suite/Apt *

2155 Campus Drive, Suite

Your Mobile Phone Number

Your City *

El Segundo

Your Work Phone Number

4242922350

Your State *

California

Your Zip/Postal Code *

90245

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Robert Lewis

Plaintiff/Aggrieved Employee Occupation *

Packer

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select...

Employer Name *

Imerys Filtration Minerals, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

100 Mansell Court East, Suite 300

Employer City *

Roswell

Employer State *

Georgia

Employer Zip/Postal Code *

30076

Employer Industry *

Other

Employer Industry for "Other" *

Manufacturing

Add additional defendants☒ Add any entity other than an individual☐ Add an individual/sole proprietor employer**Additional Employer Information (Corporation/General Partnership)**

Employer Entity Type

Please select...

Employer Name *

Imerys Performance Minerals Americas, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

100 Mansell Court East, Suite 300

Employer City *

Roswell

Employer State *

Georgia

Employer Zip/Postal Code *

30076

Employer Industry *

Other

Employer Industry for "Other" *

Manufacturing

[Add Additional Employers](#)**Notice General Information**

Estimated Number of Employees Impacted by Violations *

50

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☒ Minimum Wage
- ☐ Overtime
- ☐ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☐ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☒ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☒ Other

Child Labor – Specify Ages

Provide Details of Other Violation *

Other(Maybe Multiple)

- ☒ Other Violation

Provide Details of Other Violation *

Other(Maybe Multiple)

☐ Other Violation

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☒ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

- ☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name *

Billing Last Name *

Billing Email *

Billing Phone

Billing Street Name, Number and Suite/Apt *

Billing City *

Billing State *

Billing Zip/Postal Code *

Credit Card Type *

Credit Card Number *

CVV Number *

Credit Card Expiration Month *

mm

Credit Card Expiration Year *

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

 2021-11-12 L...LWDA Ltr.pdf

Other Attachment – (if any) (must be a .pdf)

 No file chosen[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Jonathan Ramirez](#)
Subject: Thank you for submission of your PAGA Case.
Date: Friday, November 12, 2021 10:21:05 AM

11/12/2021

LWDA Case No. LWDA-CM-852099-21
Law Firm : Haines Law Group, APC
Plaintiff Name : Robert Lewis
Employer: Imerys Filtration Minerals, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4