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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

NEAL ARUTA, individually, on behalf of other
members of the general public similarly situated
and on behalf of aggrieved employees pursuant
to the Private Attorneys General Act ("PAGA");

Plaintiffs,

vs.

AJINOMOTO FOODS NORTH AMERICA,
INC., an Oregon corporation; and DOES 1
through 100, inclusive;

Defendants.

Case No.: CIVSB2226091

ASSIGNED FOR ALL PURPOSES TO
JUDGE JOSEPH T. ORTIZ, DEPT. S17

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT AND RELEASE**

Trial Date: None Set
Complaint Filed: November 17, 2022

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1 4. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved
2 by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred
3 and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant fees,
4 investigation costs, and costs associated with documenting the Settlement, providing any notices required
5 as part of the Settlement or Court order, securing the Court’s approval of the Settlement, and administering
6 the Settlement. Class Counsel will request attorneys’ fees not in excess of \$1,050,000 (35% of the Gross
7 Settlement Amount). The Attorneys’ Fees and Costs will also mean and include the additional
8 reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the
9 Action of \$25,000, subject to the Court’s approval. Neither Class Counsel nor any other counsel shall be
10 entitled to any amount of attorneys’ fees or costs separate and apart from the Attorneys’ Fees and Costs
11 allowable under this Agreement in connection with this Settlement and the releases contained herein. This
12 Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys’ fees
13 and any amount of Attorneys’ Fees and Costs not approved will be added to the Net Settlement Amount for
14 distribution to Participating Class Members.

15 5. “Class Counsel” means Douglas Han, Shunt Tatavos-Gharajeh, and Talia Lux of Justice
16 Law Corporation.

17 6. “Class List” means a complete confidential list of all Class Members that Defendants will
18 diligently and in good faith compile from their records and provide to the Settlement Administrator within
19 twenty (20) calendar days after Preliminary Approval of this Settlement. Defendant AFNA will be
20 responsible for pulling and verifying the Class List information for their direct employees and Defendant
21 Partners will be responsible for pulling and verifying the Class information for Defendant Partners’ direct
22 employees staffed at Defendant AFNA’s California facilities during the Class Period. If there is any conflict
23 or dispute as to the complete Class List composition, Defendant AFNA and Partners agree to cooperate in
24 good faith to clarify any issues related to the data. The Class List will be formatted in Microsoft Office Excel
25 and will include each Class Member’s: (a) full name; (b) most recent mailing address; (c) Social Security
26 number; (d) respective number of Workweeks that each Class Member worked during the Class Period (or
27 employment information sufficient for the Settlement Administrator to calculate); (e) respective number of
28 Pay Periods during which each PAGA Member worked during the PAGA Period (or employment

information sufficient for the Settlement Administrator to calculate); and (f) any other relevant information needed to calculate settlement payments. The Settlement Administrator shall safeguard this confidential Class List and use it only for purposes of administering this Settlement Agreement in accordance with this Agreement and the Court's orders. Because the confidential Class List contains private information regarding Class Members, the Settlement Administrator shall not disclose the Class List to anyone without Defendant's express written permission or as otherwise ordered by the Court.

7. "Class Member(s)" or "Class" means all current and former non-exempt California employees of Defendant AFNA during the Class Period and all current and former non-exempt California employees of Defendant Partners who were assigned to work for Defendant AFNA in California during the Class Period. At the time of mediation, it was estimated that there were 2,411 Class Members who worked 329,564 Workweeks.²

8. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached as **Exhibit A**. The Class Notice will be mailed to the Class Members in English and Spanish.

9. "Class Period" means the period from November 17, 2018 through the date of Preliminary Approval.

10. "Class Representative Enhancement Payments" means the amounts to be paid to Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of Class Members, and for his general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of Class Representative Enhancement Payments of up to \$10,000.

11. "Complaint" or "complaint" means all complaints filed by Plaintiff at any time in this Action, including all exhibits to such complaints, and including without limitation the operative Amended

² Defendant AFNA's estimated Workweeks for Class Members directly employed by Defendant AFNA during the Class Period as of the March 6, 2024 (mediation date) was 289,948, and Partner's estimated Workweek count as of that same date was 39,616, which totals 329,564 Workweeks combined. However, a post-mediation updated data pull by Defendant AFNA revealed that as of November 1, 2024, there were actually less estimated AFNA Class Members than anticipated prior to mediation, totaling 2,330 AFNA Class Members who worked 204,563 workweeks, due to previously unknown double counting of certain Class Members and their workweeks.

Complaint Plaintiff filed as part of this Settlement prior to the Preliminary Approval Hearing adding Defendant Partners as a formally named co-defendant and alleged joint employer of Plaintiff.

12. “Court” means the San Bernardino County Superior Court.

13. “Defendants” means Defendants Ajinomoto Foods North America, Inc. and Partners Personnel Management Services, LLC, collectively.

14. “Effective Date” means the date by which this Settlement Agreement is finally approved as provided herein and the Court’s Final Approval Order becomes binding. For purposes of this Settlement Agreement, the Final Approval Order becomes binding upon the later of: (a) the last day by which a notice of appeal to the Court of Appeal of the Final Approval Order and/or of an order rejecting any motion to intervene may be timely filed, and none is filed (*i.e.*, 60 days after the notice of an order granting final approval of the Settlement is served, provided there have been no appeals or other challenges filed within that time); (b) if such an appeal is filed, and the appeal is finally resolved and results in affirmation of the Final Approval Order, the day after the last date for filing a request for further review of the Court of Appeals’ decision passes and no further review is requested; (c) if further review of the Court of Appeal’s decision is requested, the day after the request for review is denied with prejudice and/or no further review of the decision can be requested, or (d) if review is accepted, the day after the state Supreme Court affirms the Final Approval Order. The Effective Date cannot occur, and Defendant will not be obligated to fund this Settlement, until and unless there is no possibility of an appeal or further appeal that could potentially prevent this Settlement Agreement from becoming final and binding in accordance with its terms.

15. “Final Approval” means the date on which the Court enters an order granting final approval in accordance with the terms of this Settlement Agreement.

16. “Gross Settlement Amount” means the Gross Settlement Amount of \$3,000,000 to be paid by Defendants in full satisfaction of all Released Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys’ Fees and Costs, Class Representative Enhancement Payments, Settlement Administration Costs, and PAGA Settlement Amount. Aside from employer-side taxes due on the wage component of the Individual Settlement Payments, the Gross Settlement Amount shall constitute the entire consideration provided by Defendants pursuant to this Settlement, and Defendants and the Released Parties shall not be required to pay any amount above the Gross Settlement Amount in

connection with this Settlement. There will be no reversion of the Gross Settlement Amount to Defendants.

17. “Individual Settlement Payment” means each Participating Class Member’s and PAGA Member’s respective shares of the Net Settlement Amount and PAGA Fund.

18. “Net Settlement Amount” means the portion of the Gross Settlement Amount remaining after deducting the Attorneys’ Fees and Costs, Class Representative Enhancement Payments, Settlement Administration Costs, and PAGA Settlement Amount. The Net Settlement Amount will be distributed to Participating Class Members on a prorated basis as specified below. There will be no reversion of the Net Settlement Amount to Defendants.

19. “Notice of Objection” means a Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) objector’s full name, signature, address, and telephone number, (b) written statement of all grounds for the objection accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents upon which the objection is based; and (d) a statement whether the objector intends to appear at the Final Approval Hearing.

20. “PAGA Members” means all current and former non-exempt California employees of Defendant AFNA during the PAGA Period and all current and former non-exempt California employees of Defendant Partners who were assigned to work for Defendant AFNA in California during the PAGA Period. Based on the latest data currently available as of November 1, 2024, Defendant AFNA estimates that there are 2,048 AFNA PAGA Members who worked 127,747 pay periods during the PAGA Period.

21. “PAGA Notices” or “PAGA Notice” means collectively Plaintiff’s original LWDA notice letter and Amended LWDA Notice Letter asserting claims under PAGA.

22. “PAGA Period” means the period from November 17, 2021 through the date of Preliminary Approval.

23. “PAGA Settlement Amount” means the amount that the Parties have agreed to pay to the LWDA and PAGA Members in connection with Plaintiff’s claims under PAGA (“PAGA Settlement”). The Parties have agreed that \$180,000 of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Settlement Amount (\$135,000) will be paid to the LWDA (“LWDA Payment”) and twenty-five percent (25%) of the PAGA Settlement (\$45,000) will be disbursed to PAGA Members (“PAGA Fund”) regardless whether PAGA Members

request to be excluded from the Settlement of the Released Class Claims.

24. “Parties” means Plaintiff and Defendants collectively.

25. “Participating Class Members” means all Class Members who do not submit timely and valid Requests for Exclusion.

26. “Pay Period(s)” means, consistent with the definition provided by Labor Code section 204, the number of pay periods (rounding up to the nearest pay period) during which each PAGA Member worked during the PAGA Period. All PAGA Members will be credited with at least one (1) Pay Period during the PAGA Period.

27. “Plaintiff” means Plaintiff Neal Aruta.

28. “Preliminary Approval” means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

29. “Released Class Claims” means all claims, rights, demands, liabilities, and causes of action that Plaintiff alleged, or could have alleged, based on the facts alleged in Plaintiff’s Complaint and Amended Complaint(s) (including Plaintiff’s PAGA Notice and any other exhibits to Plaintiff’s Complaint) during the Class Period. This includes, without limitation, Plaintiff’s claims for violation of: (a) unpaid overtime, wages and vacation pay (including without limitation under Labor Code sections 510 and 1198); (b) unpaid meal period premiums (including without limitation under Labor Code sections 226.7 and 512(a)); (c) unpaid rest period premiums (including without limitation under Labor Code sections 226.7); (d) unpaid minimum wages (including without limitation under Labor Code sections 1194 and 1197); (e) final wages not timely paid (including without limitation under Labor Code sections 201 and 202); (f) non-compliant wage statements (including without limitation under Labor Code section 226(a)) (both as a derivative and direct claim); (g) unreimbursed business expenses (including without limitation under Labor Code sections 2800 and 2802); and (h) Business & Professions Code sections 17200, *et seq.* (unfair business practices).

30. “Released PAGA Claims” means all claims for civil penalties or other relief under Labor Code sections 2698, *et seq.*, that Plaintiff alleged, or could have alleged, based on the facts Plaintiff alleged in the Complaint, Amended Complaint, exhibits to the Complaint(s), and/or Plaintiff’s PAGA Notice and Amended LWDA Notice during the PAGA Period.

31. “Released Parties” means Defendants (including both Defendants AFNA and Partners),

1 their past or present officers, directors, employees, partners, shareholders, agents, principals, heirs,
2 representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors
3 and predecessors in interest, subsidiaries, affiliates, parents, and attorneys, if any.

4 32. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
5 request to be excluded from the Class. The Request for Exclusion must: (a) set forth the name, address,
6 telephone number and last four digits of the Social Security Number or Employee ID Number of the Class
7 Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement
8 Administrator; (d) clearly state that the Class Member does not wish to be included in the Settlement; and
9 (e) postmarked on or before the Response Deadline.

10 33. “Response Deadline” means the deadline by which Class Members must postmark to the
11 Settlement Administrator their Requests for Exclusion, disputes concerning the estimated calculation of
12 Individual Settlement Payments, or Notices of Objection to the Settlement Administrator. The Response
13 Deadline will be forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement
14 Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State holiday, in which case
15 the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

16 34. “Settlement Administration Costs” means the costs payable from the Gross Settlement
17 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to: (a)
18 printing, translating, distributing, and tracking documents for this Settlement; (b) tax reporting; (c)
19 distributing the Gross Settlement Amount; and (d) providing necessary reports and declarations, as
20 requested by the Parties and/or required by the Court. The Settlement Administration Costs will be paid
21 entirely from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount
22 represented by the Settlement Administrator as being the maximum costs necessary to administer the
23 Settlement. Settlement Administration Costs will not exceed \$35,000.

24 35. “Settlement Administrator” means Phoenix Class Action Settlement Administration
25 Solutions. The Parties represent that they do not have any financial interest in the Settlement Administrator
26 or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

27 36. “Workweeks” means the number of weeks each Class Member worked during the Class
28 Period, rounding up to the nearest workweek. All Class Members will be credited with at least one (1)

1 Workweek during the Class Period.

2 **TERMS OF AGREEMENT**

3 The Plaintiff, on behalf of themselves and the Class, and Defendants agree as follows:

4 37. Funding of the Gross Settlement Amount. After the Effective Date, Defendants will make
5 a one-time deposit of the Gross Settlement Amount of \$3,000,000 into a Qualified Settlement Account to
6 be established by the Settlement Administrator. Defendant AFNA will be responsible for funding
7 \$2,600,000 of the Gross Settlement Amount (and any associated employer-side taxes due on the portions
8 of this \$2,600,000 payment attributed to alleged lost wages in the Individual Settlement Payments to
9 Participating Class Members). Defendant Partners will be responsible for funding the remaining \$400,000
10 of the Gross Settlement Amount (and any associated employer-side taxes due on the portions of this
11 \$400,000 payment attributed to alleged lost wages in the Individual Settlement Payments to Participating
12 Class Members). Defendants will pay their respective share of the employers' share of payroll taxes
13 separately. Within ten (10) calendar days of the Effective Date and funding of the Gross Settlement Amount,
14 the Settlement Administrator shall use the Gross Settlement Amount for: (a) Individual Settlement
15 Payments; (b) Attorneys' Fees and Costs; (c) Class Representative Enhancement Payments; (d) Settlement
16 Administration Costs; and (e) LWDA's portion of the PAGA Settlement Amount. Defendants will deposit
17 the Gross Settlement Amount and the employer's share of payroll taxes within five (5) business days after
18 the Effective Date ("Funding Date").

19 38. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or
20 motion by Class Counsel for Attorneys' Fees and Costs of not more than \$1,050,000 (35% of the Gross
21 Settlement Amount) plus the reimbursement of all out-of-pocket costs and expenses associated with Class
22 Counsel's litigation and settlement of the Action not to exceed \$25,000, both of which will be paid from the
23 Gross Settlement Amount. Attorneys' Fees and Costs paid because of this Settlement and the releases of
24 the Released Class Claims and Released PAGA Claims will come entirely out of the Gross Settlement
25 Amount. Neither Class Counsel nor any other counsel shall be entitled to any amount of attorneys' fees or
26 costs separate and apart from the Attorneys' Fees and Costs in connection with this Settlement and the
27 releases contained herein. If the Court awards any different or further Attorneys' Fees and Costs to Class
28 Counsel, or any other counsel as a result of this Settlement, or the claims released by this Settlement, such

1 amounts must be paid from the Gross Settlement Amount and cannot increase the overall amount that
2 Defendants must pay. If the Court awards less Attorneys' Fees and Costs than requested, the remaining
3 amount will be added to the Net Settlement Amount to be paid to Participating Class Members.

4 39. Class Representative Enhancement Payment. In exchange for a general release and in
5 recognition of their effort and work in prosecuting the Action on behalf of Class Members, Defendants
6 agree not to oppose or impede any application or motion for Class Representative Enhancement Payments
7 of up to \$10,000 to Plaintiff. The Class Representative Enhancement Payments will be paid from the Gross
8 Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the
9 Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the Class
10 Representative Enhancement Payment. Plaintiff understands and agrees that this Settlement Agreement
11 shall remain in full force and effect even if the full amount of Class Representative Enhancement Payment
12 sought by Plaintiff is not awarded by the Court. If the Court does not award the full amount of the Class
13 Representative Enhancement Payment requested, the remaining amounts will be added to the Net
14 Settlement Amount to be paid to Participating Class Members.

15 40. Settlement Administration Costs. The Settlement Administrator will be paid for the
16 reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement
17 Amount, which will not exceed \$35,000. These costs, which will be paid from the Gross Settlement
18 Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, issuing
19 of IRS Forms 1099 and W-2, distributing Class Notices, drafting a translation of the Class Notice,
20 calculating and distributing the Gross Settlement Amount, providing necessary reports and declarations, and
21 other administration duties as specified by the Parties and/or the Court.

22 41. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of
23 \$180,000 from the Gross Settlement Amount will be designated for satisfaction of the PAGA claims.
24 Pursuant to PAGA, seventy-five percent (75%) of the PAGA Settlement Amount (\$135,000) will be paid
25 to the LWDA and twenty-five percent (25%) of the PAGA Settlement Amount (\$45,000) will be paid to
26 PAGA Members in proportion to the number of Pay Periods worked during the PAGA Period.

27 42. No Right to Exclusion or Objections to the PAGA Settlement. Because this Settlement
28 resolves claims and actions brought pursuant to PAGA by Plaintiff acting as proxies and as Private

Attorneys General of, and for, the State of California and LWDA, the Parties agree that no PAGA Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA Member has the right to object to the Settlement of the PAGA Claims and that all PAGA Members will be bound by the Released PAGA Claims regardless of whether they opt out of the Settlement of the class action claims.

43. Net Settlement Amount. The entire Net Settlement Amount will be distributed to Participating Class Members. No portion of the Net Settlement Amount will revert to or be retained by Defendants under any circumstances.

44. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion of the PAGA Fund will revert to or be retained by Defendants under any circumstances.

45. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount and PAGA Fund based on the number of Workweeks a Class Member worked during the Class Period and Pay Periods a PAGA Member worked during the PAGA Period. Specific calculations of Individual Settlement Payments will be made as follows:

45(a) Payments from the Net Settlement Amount. Defendants will calculate the total number of Workweeks worked by each Class Member during the Class Period (rounding up to the nearest Workweek) and aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Participating Class Member's Individual Settlement Payment from the Net Settlement Amount, the Settlement Administrator will use the following formula:

i) The Net Settlement Amount will be divided by the aggregate total number of Workweeks, resulting in the Workweek Value. Each Class Member's Individual Settlement Payment will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value.

ii) The Individual Settlement Payment will be reduced by any required deductions for each Participating Class Member as set forth herein, including employee-side tax withholdings or deductions. The entire Net Settlement Amount will be

disbursed to all Class Members who do not submit timely and valid Requests for Exclusion.

iii) When preparing the Class Notice, the Settlement Administrator will calculate the estimated Individual Settlement Payments each Class Member will receive if s/he does not opt out based on the assumptions that all Class Members will choose to participate and all requested amounts for attorneys' fees, costs, administration fees, enhancement payments, etc., in this Agreement are fully approved by the Court.

45(b) Payments from the PAGA Fund. Defendants will calculate the total number of Pay Periods worked by each PAGA Member during the PAGA Period (rounding up to the nearest Pay Period) and aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated Individual Settlement Payment from the PAGA Fund, the Settlement Administrator will use the following formula:

i) The PAGA Fund will be divided by the aggregate total number of Pay Periods, resulting in the PAGA Pay Period Value. Each PAGA Member's Individual Settlement Payment will be calculated by multiplying each individual PAGA Member's total number of Pay Periods during the PAGA Period by the PAGA Pay Period Value. The entire PAGA Fund will be disbursed to all PAGA Members.

46. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. It is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

47. Administration Process. The Parties agree to cooperate in the administration of the

1 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
2 administration of the Settlement.

3 48. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,
4 Defendants will provide the Class List to the Settlement Administrator. Defendant AFNA will be
5 responsible for delivering its portion of the Class List data consisting of the required Class List information
6 in a Confidential Microsoft Office Excel spreadsheet to the Settlement Administrator with the required
7 information for Defendant AFNA's direct employee Class Members. Defendant Partners will be
8 responsible for delivering the remaining Class List data for all Class Members who were employed directly
9 by Defendant Partners and staffed at Defendant AFNA's California facilities during the Class Period in a
10 second Confidential Microsoft Office Excel spreadsheet. The combined Class List data provided by both
11 Defendants AFNA and Partners will then be compiled by the Settlement Administrator and will be
12 considered the final, complete Class List that the Settlement Administrator will use for mailing the Class
13 Notice and administering the Settlement.

14 49. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List
15 from Defendants, the Settlement Administrator will mail a Class Notice to all Class Members via regular
16 First-Class U.S. Mail using the most current, known mailing addresses identified in the Class List.

17 50. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
18 Administrator will perform a search based on the National Change of Address Database for information to
19 update and correct for any known or identifiable address changes. Any Class Notices returned to the
20 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via
21 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator
22 will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the
23 Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other
24 search using the name, address and/or Social Security number of the Class Member involved and will then
25 perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice prior to the
26 Response Deadline, whether by skip-trace or by request, will have either: (a) an additional fifteen (15)
27 calendar days; or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion or
28 an objection to the Settlement.

1 51. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will
2 provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal
3 terms; (c) Class and PAGA Member definitions; (d) estimated total number of Workweeks each Class
4 Member worked for Defendants during the Class Period; (e) estimated total number of Pay Periods each
5 PAGA Member worked for Defendants during the PAGA Period; (f) each Class Member's and PAGA
6 Member's estimated Individual Settlement Payment and formula for calculating their Individual Settlement
7 Payments; (g) dates which comprise the Class Period and PAGA Period; (h) instructions on how to submit
8 Requests for Exclusion or Notices of Objection; (i) the deadlines by which the Class Member must postmark
9 Request for Exclusions, or postmark Notices of Objection to the Settlement; and (j) claims to be released.

10 52. Disputed Information on Class Notices. Class Members will have an opportunity to dispute
11 the information provided in their Class Notices. To the extent Class Members dispute their employment
12 dates or the number of Workweeks on record, Class Members may produce evidence to the Settlement
13 Administrator showing that such information is inaccurate. Defendants' records will be presumed correct,
14 but the Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in
15 good faith to resolve it. All disputes must be submitted by the Response Deadline and will be decided by
16 the Settlement Administrator within ten (10) business days after the Response Deadline.

17 53. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
18 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
19 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving
20 the defective submission to advise the Class Member that his or her submission is defective and that the
21 defect must be cured to render the Request for Exclusion valid. The Class Member will have until: (a) the
22 Response Deadline; or (b) fifteen (15) calendar days from the date of a cure letter sent out on or before the
23 Response Deadline), whichever date is later, to postmark a revised Request for Exclusion. If the revised
24 Request for Exclusion is not postmarked within that period, it will be deemed untimely.

25 54. Request for Exclusion Procedures. Any Class Member wishing to opt out from the
26 Settlement Agreement must sign and mail a written Request for Exclusion to the Settlement Administrator
27 within the Response Deadline. The postmark date on the Requests for Exclusion mailed to the Settlement
28 Administrator will be the exclusive means to determine whether a Request for Exclusion has been timely

submitted. Untimely or otherwise non-compliant Requests for Exclusion will not be deemed effective and will result in the individual remaining a Participating Class Member who will receive an Individual Settlement Payment and remain bound by the Released Class Claims.

54(a) Class Members who are also PAGA Members can only exclude themselves from the class action portion of the Settlement but cannot exclude themselves from the Settlement of the Released PAGA Claims.

55. Settlement Terms Bind All Class Members Who Do Not Opt Out. Any Class Member who does not affirmatively opt out of the Settlement Agreement by submitting a timely and valid Request for Exclusion prior to the Response Deadline will be bound by all its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval.

56. Releases by Participating Class Members. Upon the funding of the Gross Settlement Amount and disbursement of the settlement payments, each Participating Class Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall fully and forever release and discharge Defendants and all the Released Parties, or any of them, from each of the Released Class Claims during the Class Period.

57. Releases by PAGA Members. Upon the funding of the Gross Settlement Amount and disbursement of the settlement payments, each PAGA Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall fully and forever release and discharge Defendants and all the Released Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period.

58. Objection Procedures. To object to the Settlement Agreement, a Class Member may either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline, and/or appear in person at the Final Approval Hearing. Class Members who fail to object either by submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing, or both, will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit objections to the Settlement Agreement or appeal from the final approval order and judgment consistent with the terms of this

1 Settlement. Class Counsel will not represent any Class Members with respect to any such objections to this
2 Settlement. A Class Member who objects to this settlement has no right to opt out of the Settlement.

3 58(a) If a Class Member timely submits both a Notice of Objection and Request for
4 Exclusion, the Request for Exclusion will be given effect and considered valid, the
5 Notice of Objection shall be rejected, the Class Member shall not participate in or
6 be bound by the Settlement, and the Class Member will have no right to object to
7 the Settlement at the Final Approval Hearing or otherwise. If a Class Member
8 timely objects to this Settlement, either through a written Notice of Objection
9 and/or in person at the Final Approval Hearing and the Court overrules the
10 objection and approves the Settlement, the objecting Class Member(s) will be
11 bound by this Settlement similar to all other Participating Class Members,
12 including all releases contained herein.

13 59. Certification Reports Regarding Individual Settlement Payment Calculations. The
14 Settlement Administrator will provide the Parties' counsel a weekly report that certifies the number of Class
15 Members who have submitted valid Requests for Exclusion or objections to the Settlement and whether any
16 Class Member has submitted a challenge to any information contained in their Class Notice.

17 60. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of
18 the Funding Date following the Effective Date, the Settlement Administrator will issue the Court-approved
19 payments to: (a) Class Counsel; (b) Plaintiff; (c) LWDA; and (d) Participating Class Members and PAGA
20 Members. The Settlement Administrator will also issue a payment to itself for Court-approved services
21 performed in connection with the Settlement.

22 61. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
23 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more
24 than one hundred eighty (180) calendar days after issuance will be sent to the California State Controller
25 Unclaimed Property Fund in the name of the Class Member.

26 62. Certification of Completion. Upon completion of administration of the Settlement, the
27 Settlement Administrator will provide a written declaration under oath to certify such completion to the
28 Court and counsel for all Parties.

63. Treatment of Individual Settlement Payments. All Individual Settlement Payments to Participating Class Members from the Net Settlement Amount will be allocated as follows: (a) twenty-five percent (25%) of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued; and (b) seventy-five percent (75%) will be allocated as non-wages (*i.e.*, for alleged claims for penalties and interest) for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages (*i.e.*, for alleged PAGA penalties) for which IRS Forms 1099-MISC will be issued.

64. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Class Counsel, Plaintiff, Participating Class Members, PAGA Members any IRS Form W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for calculating and forwarding all required taxes for all Parties arising from this Settlement to the appropriate government authorities and for delivering the LWDA's portion of the PAGA Settlement Amount to the LWDA.

65. Tax Liability. Defendants make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any statement, representation, or calculation by Defendants or by the Settlement Administrator in this regard.

66. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL 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 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON

1 THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
2 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION
3 OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY
4 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
5 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
6 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
7 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
8 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
9 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
10 BY THIS AGREEMENT.

11 67. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
12 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
13 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right
14 herein released and discharged.

15 68. Nullification of Settlement Agreement. If: (a) the Court does not finally approve the
16 Settlement as provided herein; or (b) the Settlement does not become final and binding for any other reason,
17 then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void.
18 Any order or judgment entered by the Court in furtherance of this Settlement Agreement (including any
19 order granting class certification for settlement purposes) will likewise be treated as void from the beginning.

20 69. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
21 the Preliminary Approval of the Settlement Agreement and the entry of a Preliminary Approval Order for:
22 (a) conditional certification of the Class for settlement purposes only, (b) preliminary approval of the
23 proposed Settlement Agreement, (c) setting a date for a Final Approval Hearing. The Preliminary Approval
24 Order will provide for the Class Notice to be sent to all Class Members as specified herein. In conjunction
25 with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth
26 the terms of this Settlement, and will include the proposed Notice of Class Action Settlement. Class Counsel
27 will draft the preliminary approval motion and supporting documents.
28

1 70. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
2 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement and with the
3 Court's permission, a Final Approval Hearing will be conducted to determine the Final Approval of the
4 Settlement Agreement along with the final Court-approved amounts payable for: (a) Attorneys' Fees and
5 Costs; (b) Class Representative Enhancement Payments; (c) Settlement Administration Costs; (d)
6 Individual Settlement Payments; and (e) LWDA Payment. Class Counsel will be responsible for drafting
7 all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the
8 attorneys' fees and costs application to be heard at the Final Approval Hearing.

9 71. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court
10 or after the Final Approval Hearing, the Parties will present the Judgment to the Court for its approval. After
11 entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a)
12 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c)
13 such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement
14 Agreement. A copy of the Judgment will be posted to the Settlement Administrator's website.

15 72. General Release by Plaintiff. Upon the funding of the Gross Settlement Amount and
16 disbursement of the settlement payments, in addition to the claims being released by all Participating Class
17 Members, Plaintiff will release and forever discharge Defendants and the Released Parties, to the fullest
18 extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted,
19 which Plaintiff have or may have against the Released Parties as of the date of execution of this Settlement
20 Agreement, including, but not limited to, all claims alleged in the Complaint and all claims related to or
21 arising from their employment with, or separation from, Defendants. This release extends to the maximum
22 extent permitted by law. Plaintiff expressly waive any and all rights and benefits conferred upon them by
23 the provisions of section 1542 of the Civil Code or similar provisions of applicable law which are as follows:

24 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
25 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
26 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
27 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
28 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
 DEBTOR OR RELEASED PARTY.

1 This release by Plaintiff includes, but is not limited to, a release of all claims under: (a)
2 Civil Code; (b) Fair Employment and Housing Act; (c) Title VII of the Civil Rights Act of 1964,
3 as amended, 42 U.S.C. section 2000e *et. seq.*; (d) Employment Act of 1967; (e) Civil Rights Act
4 of 1991; (f) Civil Rights Act of 1866 and 1870; (g) 42 U.S.C. section 1981, as amended; (h)
5 Executive Order 11246; (i) Americans with Disabilities Act 42 U.S.C. section 12101, *et. seq.*, as
6 amended; (j) Family and Medical Leave Act, as amended; (k) Equal Pay Act of 1963, as amended;
7 (l) Immigration and Reform Control Act, as amended; (m) any other state, federal, and local law,
8 regulation and ordinance dealing with discrimination in employment, disability, wrongful
9 discharge, and retaliation for exercising any right or participating or engaging in any activity; (n)
10 Occupational Safety and Health Act, as amended; (o) Sarbanes-Oxley Act of 2002, as amended,
11 (p) Employment Retirement Income Security Act of 1974, as amended (except vested benefits);
12 (q) Worker Adjustment and Benefit Protection Act of 1990, as amended; (r) Worker Adjustment
13 and Retraining Notification Act, as amended; (s) any federal, state or common law claim or cause
14 of action for breach of contract, wrongful discharge, constructive discharge, retaliation,
15 defamation, slander, libel, intentional or negligent infliction of emotional distress,
16 misrepresentation, fraud, promissory estoppel, any other tort or negligence claim, or obligations
17 arising out of any of Defendants' employment policies or practices, employee handbooks, and/or
18 any statements by any employee or agent of Defendants whether oral or written; and (t) any federal,
19 state or common law claim or cause of action for reinstatement, back pay, bonus, attorneys' fees,
20 compensatory damages, costs, front pay, any form of equitable or declaratory relief, liquidated
21 damages, emotional distress, personal injury, punitive damages, pain and suffering, medical
22 expenses, damage to reputation, damage for personal, emotional or economic injury or damage of
23 any kind. This provision is intended by the Parties to be all-encompassing and to act as a full and
24 total release of any claims, whether enumerated herein or not, that Plaintiff might have or have had,
25 that exists or ever has existed related to his employment with or separation from Defendants to the
26 maximum extent permitted by law. Notwithstanding the foregoing, Plaintiff's complete and general
27 in this Agreement does not apply to those rights as a matter of law that cannot be waived.

1 Plaintiff agrees and acknowledges he is no longer employed by Defendants or any of the Released
2 Parties³ and confirms that he is not aware of any amounts owed from Defendants or the Released Parties
3 separate and apart from the amounts which he will be paid pursuant to the terms of this Agreement.

4 73. Exhibit Incorporated by Reference. The terms of this Settlement Agreement include the
5 terms set forth in any attached exhibit, which are incorporated by this reference as though fully set forth
6 herein. Any exhibit to this Settlement Agreement is an integral part of the Settlement.

7 74. Entire Agreement. This Settlement Agreement and any attached exhibit constitute the
8 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may
9 be deemed binding on the Parties.

10 75. Amendment or Modification. No amendment, change, or modification to this Settlement
11 Agreement will be valid unless in writing and signed either by the Parties or their counsel and approved by
12 the Court.

13 76. Authorization to Enter into Settlement Agreement. The Parties' counsel warrant and
14 represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement
15 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to
16 this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate
17 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and
18 use their best efforts to affect the implementation of the Settlement and address concerns, if any, raised by
19 the Court. If the Parties are unable to reach agreement on the form or content of any document needed to
20 implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the
21 terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

22 77. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and
23 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

24 78. California Law Governs. All terms of this Settlement Agreement and exhibit hereto will be
25 governed by and interpreted according to the laws of the State of California.

26 _____
27 ³ Although Defendant AFNA acknowledges that Plaintiff's joint employer theory, Defendant AFNA
28 does not admit for any purpose other than this Settlement that it employed Plaintiff.

1 79. Execution and Counterparts. This Agreement is subject only to the execution of all Parties.
2 This Agreement may be executed in one or more counterparts. All executed counterparts and each of them,
3 including electronic (*e.g.*, DocuSign), facsimile, and scanned copies of the signature page, will be deemed
4 to be one and the same instrument. All executed copies of this Agreement, and photocopies thereof
5 (including facsimile, PDF, or email copies of the signature pages), shall have the same force and
6 effect and shall be as legally binding and enforceable as the original.

7 80. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe that this
8 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement
9 after extensive arm's-length negotiations and in the context of adversarial litigation, considering all relevant
10 factors, present and potential. The Parties further acknowledge that they are each represented by competent
11 counsel and that they have had an opportunity to consult with their counsel regarding the fairness and
12 reasonableness of this Settlement.

13 81. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
14 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
15 with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

16 82. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
17 class action certification for purposes of the Settlement only. If the Settlement is not approved or does not
18 become Effective, the stipulation to certification will be void and the Parties will be returned to the same
19 position as before the Settlement was signed by the Parties. The Parties further agree that certification for
20 purposes of the Settlement is not an admission that class action certification is proper under the standards
21 applied to contested certification motions and that this Settlement will not be admissible in this or any other
22 proceeding as evidence that either: (a) a class action should be certified; or (b) Defendants are liable to
23 Plaintiff or any Class Member, other than according to the Settlement's terms.

24 83. Non-Admission of Liability. The Parties enter this Settlement to resolve the dispute that has
25 arisen between them and to avoid the burden, expense and risk of continued litigation. In entering this
26 Settlement, Defendants do not admit, and specifically deny, that they violated any federal, state, or local
27 law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws,
28 regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any

misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, can be construed as an admission or concession by Defendants or the Released Parties of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or the Released Parties or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

84. No Public Comment: Plaintiff and Class Counsel agree not to otherwise publicize this Settlement, including, but not limited to, issuing press releases or responding to press inquiries, posting summaries online, or otherwise speaking to the press regarding the terms of this Settlement. If Plaintiff and Class Counsel are contacted by members of the press, they will respond only that the lawsuit exists and has been resolved. For the limited purpose of allowing Class Counsel to prove their adequacy as Class Counsel in other actions, or for purposes of seeking court approval of other wage and hour settlements, Class Counsel may disclose in court filings information available in the public record about the Action and this Settlement.

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

86. Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees, if any, incurred in connection with any enforcement actions.

87. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

1 88. Representation By Counsel. The Parties acknowledge that they have been represented by
2 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this
3 Settlement Agreement has been executed with the consent and advice of counsel. Plaintiff and Class
4 Counsel warrant and represent that there are no liens on the Settlement Agreement.

5 89. All Terms Subject to Final Court Approval. All amounts and procedures described in this
6 Settlement Agreement herein will be subject to final Court approval.

7 90. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
8 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement.

9 91. LWDA Notice. Pursuant to Labor Code section 2699(l), Class Counsel will provide a copy
10 of this Settlement Agreement to the LWDA concurrently with Class Counsel's filing of the motion for
11 preliminary approval. Class Counsel will also file a declaration in support of the motion for preliminary
12 approval confirming that Class Counsel has submitted the Settlement Agreement to the LWDA in
13 compliance with Labor Code section 2699(l).

14 92. Binding Agreement. The Parties warrant that they understand and have full authority to
15 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
16 enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any
17 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise
18 might apply under federal or state law.

19 93. Defendant's Right to Withdraw. Defendants have the option to withdraw from the
20 Settlement if the number of Class Members who opt out exceeds three percent (3%) of the total number of
21 Class Members. Defendants shall provide written notice of such withdrawal to Class Counsel. If Defendant
22 elects to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement and the
23 Agreement shall become null and void and the Parties will return to the same position that they were in prior
24 to having executed this Agreement. If Defendant exercises this option, it will be solely responsible for any
25 administration costs associated with settlement administration duties up to and following Defendant's notice
26 of election to withdraw.

27 94. Escalator Clause. If it is determined that the number of Workweeks through the Class
28 Period exceeds ten percent (10%) or more of 329,564 (*i.e.*, more than 362,520 Workweeks), then at

Defendant's option, either the: (a) Gross Settlement Amount shall increase proportionally over the ten percent (10%) increase (*i.e.*, if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%); or (b) Class Period shall end as of the date the Workweeks within the Class Period reach 362,520 Workweeks.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 02/05/2025



Neal Aruta

DEFENDANT

Dated: _____

Signature: _____

Printed Name: _____

Position: _____

AJINOMOTO FOODS NORTH AMERICA, INC.

DEFENDANT

Dated: _____

Signature: _____

Printed Name: _____

Position: _____

**PARTNERS PERSONNEL MANAGEMENT
SERVICES, LLC**

Defendant's option, either the: (a) Gross Settlement Amount shall increase proportionally over the ten percent (10%) increase (*i.e.*, if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%); or (b) Class Period shall end as of the date the Workweeks within the Class Period reach 362,520 Workweeks.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Neal Aruta

DEFENDANT

Dated: January 31, 2025

Signature: Richard Stewart

Printed Name: Richard Stewart

Position: Chief Human Resources Officer

AJINOMOTO FOODS NORTH AMERICA, INC.

DEFENDANT

Dated: _____

Signature: _____

Printed Name: _____

Position: _____

**PARTNERS PERSONNEL MANAGEMENT
SERVICES, LLC**

EXHIBIT A

Aruta, et al. v. Ajinomoto Foods North America, Inc., et al., No. CIVSB2226091
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN BERNARDINO
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All current and former non-exempt California employees of Defendant Ajinomoto Foods North America, Inc. (“AFNA” or “Defendant”) from November 17, 2018 through [INSERT DATE OF PRELIMINARY APPROVAL](i.e., the “Class Period”) and all current and former non-exempt California employees of Partners Personnel – Management Services, LLC (“Partners”) who were assigned to work for AFNA in California during the Class Period (i.e., collectively the “Class Members”).

All current and former non-exempt California employees of AFNA from November 17, 2021 through [INSERT DATE OF PRELIMINARY APPROVAL](i.e., the “PAGA Period”) and all current and former non-exempt California employees of Partners who were assigned to work for AFNA in California during the PAGA Period.

On _____, the Honorable Joseph T. Ortiz of the San Bernardino County Superior Court granted preliminary approval of this class action settlement in this Action, i.e., Case No. CIVSB2226091, and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants’ records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Participating Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _____.m. on _____, 2025 in Department S17 of the San Bernardino County Superior Court located at 247 West Third Street, San Bernardino, California 92415.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please contact the Settlement Administrator or Class Counsel at the contact information below if you plan to attend the Final Fairness Hearing to check for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Amount and, if you are also a PAGA Member, will receive a prorated portion of the PAGA Fund based on the calculations detailed below. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert the claims against Defendants alleged or which reasonably could have been alleged based on the facts asserted in the Action during the Class Period, as further specified below under Option 1 (Automatically Receive a Payment from the Settlement).
---	--

You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [DATE]	If you do not want to fully participate in the proposed Settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion on or before [DATE] as specified in Option 2 (Opt Out of the Settlement) below. If you opt out, you will no longer be eligible for a payment from the Net Settlement Amount. Class Members who opt out will not be bound by the Released Class Claims (defined below) and cannot object to this settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and will release the Released PAGA Claims defined below regardless of whether they opt out of the class action portion of the settlement.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed class settlement, but not the PAGA settlement. The process for submitting a written objection and/or appearing at the Final Fairness Hearing to object as specified in Option 3 (Object to the Settlement) below.
You Can Participate in the [DATE] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [DATE] in Department S17 of the San Bernardino County Superior Court located at 247 West Third Street, San Bernardino, California 92415. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Amount and you will be bound by the terms and releases in the Settlement.

Summary of the Litigation

Plaintiff Neal Aruta is a former employee of Partners who was assigned to work at AFNA’s facilities in California. Plaintiff on his behalf, and on behalf of other current and former non-exempt employees of AFNA during the Class Period and current and former non-exempt employees of Partners who worked at AFNA’s facilities in California during the Class Period, has alleged that AFNA and Partners as joint employers violated California state labor laws, asserting claims for violation of (1) unpaid overtime, wages and vacation pay (including without limitation under Labor Code sections 510 and 1198); (2) unpaid meal period premiums (including without limitation under Labor Code sections 226.7 and 512(a)); (3) unpaid rest period premiums (including without limitation under Labor Code sections 226.7); (4) unpaid minimum wages (including without limitation under Labor Code sections 1194 and 1197); (5) final wages not timely paid (including without limitation under Labor Code sections 201 and 202); (6) non-compliant wage statements (including without limitation under Labor Code section 226(a)) (both as a derivative and direct claim); (7) unreimbursed business expenses (including without limitation under Labor Code sections 2800 and 2802); (8) Business & Professions Code sections 17200, et seq. (unfair business practices) expenses; and (9) civil penalties or other relief under the Private Attorneys General Act (“PAGA”), California Labor Code sections 2698, et seq. Employees affected by this settlement include both non-exempt Partners’ employees staffed at AFNA’s California facilities as well as AFNA’s direct employees during the relevant time period.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On March 6, 2024, the parties participated in a mediation with Eve Wagner, Esq., an experienced and well-respected neutral class action mediator. The case did not settle at the mediation, but post-mediation negotiations facilitated by Ms. Wagner in the months that followed eventually resulted in all parties accepting a mediator's proposal on August 21, 2024 that eventually resulted in this settlement.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Justice Law Corporation ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants AFNA and Partners have denied, and continue to deny all of Plaintiff's allegations of wrongdoing and believe Plaintiffs' claims are entirely without merit. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the Action or that the case can or should proceed as a class action in a non-settlement context. Defendants have agreed to settle the case to resolve this Action and to avoid the burden, expense and risk of prolonged litigation. Defendants also agree the proposed settlement is a fair, adequate, and reasonable resolution of disputed claims.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$3,000,000. This amount is inclusive of: (1) Individual Settlement Payments to all Participating Class Members paid on a prorated basis as explained below; (2) \$10,000 in Class Representative Enhancement Payment to Plaintiff Aruta for his service on behalf of the class, and for a general release of all claims against Defendants; (3) \$1,050,000 in Attorneys' Fees and up to \$25,000 in litigation costs and expenses; (4) a \$180,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA") (the PAGA Settlement Amount), inclusive of a \$135,000 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$45,000 payment ("PAGA Fund") to be paid to all PAGA Members on a prorated basis as explained below; and (5) reasonable Settlement Administrator Costs which will not exceed \$35,000. After deducting the above amounts for Class Representative Enhancement Payments, Attorneys' Fees and Costs, the PAGA Settlement Amount, and Settlement Administration Costs, the remaining Net Settlement Amount will be allocated to individual settlement payments to Class Members who do not opt out of the Settlement Class (*i.e.*, "Participating Class Members"). Additionally, all PAGA Members will receive a prorated share of the \$45,000 PAGA Fund, regardless whether they opt out of the Settlement Class. There will be no reversion of the Net Settlement Amount to Defendants.

Individual Settlement Payments from Net Settlement Amount. Defendants will calculate the total number of Workweeks worked by each Class Member worked during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period, rounding up to the nearest Workweek. To determine each Participating Class Member's estimated share of the Net Settlement Amount, the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Participating Class Member's share of the Net Settlement Amount will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required employee-side tax withholdings or deductions for the portion of the Individual Settlement Payments allocated to alleged lost wages, as specified below. If there are any valid and timely Requests for Exclusion (*i.e.*, opt out requests), the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Amount according to the number of Workweeks worked, so that the amount actually distributed to all Participating Class Members equals 100% of the Net Settlement Amount.

According to Defendants' records, you worked [REDACTED] Workweeks during the Class Period in a non-exempt position for AFNA in California or as a Partners employee while assigned at AFNA. Accordingly, your estimated payment from the Net Settlement Amount is approximately \$ [REDACTED].

Payments from PAGA Fund. Defendants will calculate the total number of Pay Periods worked by each PAGA Member during the PAGA Period and the aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period, rounding up to the nearest Pay Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Pay Periods, resulting in the "PAGA Pay Period Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual PAGA Member's total number of Pay Periods (rounding up to the nearest Pay Period) by the PAGA Pay Period Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under the PAGA, California Labor Code §§ 2698, *et seq.*, and the PAGA Member will receive their prorated portion of the PAGA Fund even if he or she submits a valid Request for Exclusion.

According to Defendants' records, you worked during the PAGA Period in a non-exempt position for a total of [REDACTED] Pay Periods. Accordingly, your estimated payment from the PAGA Fund is approximately \$ [REDACTED].

Your Estimated Payment: "Individual Settlement Payment" means each Participating Class Member's and PAGA Member's respective shares of the Net Settlement Amount and PAGA Fund. Based on the above, your estimated Individual Settlement Payment from the settlement if finally approved is approximately \$ [REDACTED]. If you believe the Workweek or Pay Period information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

[Settlement Administrator]
c/o [REDACTED]
Fax No. [REDACTED]

If you dispute the information stated above, Defendants' records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to Participating Class Members reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 25% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 75% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement and Relevant Releases of Claims

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your Individual Settlement Payment from the settlement, then no further action is required on your part. You will automatically receive your Individual Settlement Payment from the Settlement Administrator if and when the settlement receives final approval by the Court based on the timeline set forth in the settlement and as ordered by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement and it becomes effective and binding, you will be a Participating Class Member and will be mailed a check for your Individual Settlement Payment, as described above. In addition, you will be deemed to have released the Released Class Claims against Defendants for the Class Period. Specifically, each Participating Class Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall fully and forever release and discharge Defendants and all of

Questions? Contact the Settlement Administrator toll free at 1-[REDACTED]

the Released Parties, or any of them, from each of the Released Class Claims during the Class Period. The “Released Parties” and “Released Class Claims” as defined in the settlement are specified below:

“Released Parties” means Defendants (including both AFNA and Partners), their past or present officers, directors, employees, partners, shareholders, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any.

“Released Class Claims” means all claims, rights, demands, liabilities, and causes of action that Plaintiff alleged, or could have alleged, based on the facts alleged in Plaintiff’s Complaint and Amended Complaint(s) (including Plaintiff’s LWDA letters and any other exhibits to Plaintiff’s Complaint) during the Class Period, including without limitation Plaintiff’s claims for violation of (1) unpaid overtime, wages and vacation pay (including without limitation under Labor Code sections 510 and 1198); (2) unpaid meal period premiums (including without limitation under Labor Code sections 226.7 and 512(a)); (3) unpaid rest period premiums (including without limitation under Labor Code sections 226.7); (4) unpaid minimum wages (including without limitation under Labor Code sections 1194 and 1197); (5) final wages not timely paid (including without limitation under Labor Code sections 201 and 202); (6) non-compliant wage statements (including without limitation under Labor Code section 226(a)) (both as a derivative and direct claim); (7) unreimbursed business expenses (including without limitation under Labor Code sections 2800 and 2802); and (8) Business & Professions Code sections 17200, et seq. (unfair business practices).

Regardless of whether or not you opt out or choose Option 1, if you are a PAGA Member (as defined above) and the Court grants final approval of the Settlement, you will release the Released PAGA Claims against Defendants and the Released Parties. The Released PAGA Claims as defined in the settlement are specified below:

“Released PAGA Claims” means all claims for civil penalties or other relief under California Labor Code sections 2698, et seq., that Plaintiff alleged, or could have alleged, based on the facts Plaintiff alleged in the Complaint, Amended Complaint, exhibits to the Complaint(s) and/or Plaintiff’s PAGA Labor Workforce and Development Agency (“LWDA”) Notice and Amended LWDA Notices during the PAGA Period.

“PAGA Notices” means collectively Plaintiff Aruta’s letters to Defendants and the LWDA pursuant to Labor Code section 2699.3(a) related to his PAGA Claims against Defendants AFNA and Partners.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement in this Action– *Aruta, et al. v. Ajinomoto Foods North America, Inc., et al.*, No. CIVSB2226091. Please note that ***if you opt out of this settlement, you will NOT receive a payment from the Net Settlement Amount and will NOT be bound by the Released Class Claims*** (defined above). You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and will be bound by the Released PAGA Claims regardless of whether they opt out of the class action portion of the settlement.

If you wish to opt out, your written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number or your full employee ID number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

[Settlement Administrator]
c/o _____

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

The Request for Exclusion must be postmarked or faxed not later than [Response Deadline]. If you submit a Request for Exclusion which is not postmarked or faxed by [Response Deadline], your Request for Exclusion will be rejected, and you will be included in the settlement class as a Participating Class Member and bound by the Released Class Claims.

In sum, if you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Amount.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable or for some other reason, you may submit a written objection stating why you object to the settlement and/or you may appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by not later than [Response Deadline]. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the opt out directions described above in Option 2. Please note that you cannot both object to the settlement and exclude yourself– you must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of San Bernardino and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing at your own expense.

If you choose **Option 3**, and the Court overrules your objection and grants final approval of the settlement, you will still be a Participating Class Member bound by the settlement and entitled to an Individual Settlement Payment and will be deemed to have released the Released Class Claims and, if you are also a PAGA Member, the Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel at the contact information below:

Settlement Administrator

[Settlement Administrator Name]

c/o _____

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Class Counsel
Douglas Han
Shunt Tatavos-Gharajeh
Talía Lux
Justice Law Corporation
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

EXHIBIT B

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

NEAL ARUTA, individually, on behalf of other
members of the general public similarly situated
and on behalf of aggrieved employees pursuant
to the Private Attorneys General Act (“PAGA”);

Plaintiffs,

vs.

AJINOMOTO FOODS NORTH AMERICA,
INC., an Oregon corporation; PARTNERS
PERSONNEL – MANAGEMENT
SERVICES, LLC; and DOES 1
through 100, inclusive;

Defendants.

Case No.: CIVSB2226091

Assigned to the Hon. Joseph T. Ortiz

**[PROPOSED] ORDER GRANTING MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Hearing Date:

Hearing Time:

Hearing Place:

Complaint Filed: November 17, 2022

FAC Filed: December 2, 2024

Trial Date: None Set

1 **ORDER**

2 On _____, this Court conducted a hearing on Plaintiffs' Motion for Preliminary Approval
3 of the Class Action Settlement (the "Motion"). Having considered the Motion and the points and authorities
4 submitted in support of the Motion, including the Joint Stipulation of Class Action and PAGA Settlement
5 and Release ("Settlement Agreement" or "Settlement"), and **GOOD CAUSE** appearing, **IT IS HEREBY**
6 **ORDERED** that the Motion is **GRANTED**, subject to the following findings and orders:

7 1. This Order incorporates by reference the Settlement Agreement, and unless indicated
8 otherwise, all capitalized terms used herein will have the same meaning as set forth in the Settlement
9 Agreement.

10 2. The Settlement Class shall be conditionally certified for settlement purposes only and shall
11 consist of all means all current and former non-exempt California employees of Ajinomoto Foods North
12 America, Inc. ("AFNA") during the Class Period and all current and former non-exempt California
13 employees of Partners Personnel – Management Services, LLC ("Partners") who were assigned to work for
14 AFNA in California during the Class Period. Per the Settlement Agreement, the Class Period is the period
15 from November 17, 2018 through [INSERT DATE OF PRELIMINARY APPROVAL].

16 3. The class action settlement set forth in the Settlement Agreement, entered into among the
17 Parties, is preliminarily approved as it appears to be proper, to fall within the range of reasonableness, to be
18 the product of arm's-length and informed negotiations, to treat all Class Members fairly, and to be
19 presumptively valid, subject to the Court's final determination at the final approval hearing.

20 4. The Court further finds that Plaintiffs conducted extensive investigation and research, and
21 that they were able to reasonably evaluate their positions and the strengths and weaknesses of their claims
22 and their ability to certify them. Plaintiffs have provided the Court with enough information about the nature
23 and magnitude of the claims being settled, as well as the impediments to recovery, to make an independent
24 assessment of the reasonableness of the terms to which the Parties have agreed.

25 5. The Court also finds that settlement now will avoid additional and potentially substantial
26 litigation costs, as well as delay and risks if the Parties were to continue to litigate the Action.

27 6. The Court preliminarily approves the Settlement Agreement, including all the terms and
28 conditions set forth therein and the Gross Settlement Amount and allocation of payments.

1 7. The rights of any potential dissenters to the proposed Settlement are adequately protected
2 in that they may exclude themselves from the Settlement and proceed with any alleged claims they may
3 have against Defendants, or they may object to the Settlement and appear before this Court. However, to do
4 so they must follow the procedures outlined in the Settlement Agreement and Notice of Class Action
5 Settlement (“Class Notice”).

6 8. The Court approves, as to form and content, the proposed Class Notice.

7 9. The Court finds that the notice of settlement that Plaintiffs provided to the California Labor
8 and Workforce Development Agency satisfies the notice requirements of the California Private Attorneys
9 General Act of 2004 (“PAGA”).

10 10. The Court directs the mailing, by First-Class U.S. mail, of the Class Notice to Class
11 Members in accordance with the schedule set forth below and the other procedures described in the
12 Settlement Agreement. The Court finds that the method selected for communicating the preliminary
13 approval of the Settlement Agreement to Class Members is the best notice practicable under the
14 circumstances, constitutes due and sufficient notice to all persons entitled to notice, and thereby satisfies due
15 process.

16 11. The Court appoints Plaintiff Neal Aruta as the representative for the Settlement Class
17 conditionally certified by this Order.

18 12. The Court appoints Douglas Han, Shunt Tatavos-Gharajeh, and Talia Lux of Justice Law
19 Corporation as Class Counsel. The Court finds that counsel have demonstrable experience litigating,
20 certifying, and settling class actions, and will serve as adequate counsel for the Class conditionally certified
21 by this Order.

22 13. The Court approves and appoints Phoenix Class Action Settlement Administration
23 Solutions as the Settlement Administrator.

14. The following dates shall govern for purposes of this Settlement:

Date	Event
No later than 20 calendar days after the Court grants preliminary approval of the Settlement Agreement, if later	Last day for Defendants to produce the Class List to the Settlement Administrator.
No later than 10 calendar days after Defendants produce the Class List, if later	Last day for the Settlement Administrator to mail Class Notices to all Class Members.
No later than 45 calendar days after the Settlement Administrator mails the Class Notices, if later)	Last day for Class Members to submit Requests for Exclusion or Objections to the Settlement.
Sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005	Last day for Plaintiffs to file and serve the: (1) Motion for Final Approval of Class Action Settlement and (2) Motion for Attorneys' Fees, Costs, and Class Representative Enhancement Payment.
[DATE]	Hearing on the: (1) Motion for Final Approval of Class Action Settlement and (2) Motion for Attorneys' Fees, Costs, and Class Representative Enhancement Payment.

15. The Court expressly reserves the right to continue or adjourn the final approval hearing without further notice to the Class Members.

IT IS SO ORDERED.

Dated: _____

Honorable Joseph T. Ortiz
San Bernardino County Superior Court Judge

EXHIBIT C

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

NEAL ARUTA, individually, on behalf of other
members of the general public similarly situated
and on behalf of aggrieved employees pursuant
to the Private Attorneys General Act (“PAGA”);

Plaintiffs,

vs.

AJINOMOTO FOODS NORTH AMERICA,
INC., an Oregon corporation; PARTNERS
PERSONNEL – MANAGEMENT SERVICES,
LLC; and DOES 1 through 100, inclusive;

Defendants.

Case No.: CIVSB2226091

Assigned to the Hon. Joseph T. Ortiz

**[PROPOSED] FINAL JUDGMENT AND
ORDER GRANTING FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Hearing Date:

Hearing Time:

Hearing Place:

Complaint Filed: November 17, 2022

FAC Filed: December 2, 2024

Trial Date: None Set

1 WHEREAS, this matter has come before the Court for hearing pursuant to the Preliminary
2 Approval Order dated [REDACTED], for final approval of the Settlement as set forth in the Joint
3 Stipulation of Class and PAGA Representative Action Settlement and Release (“Settlement” or
4 “Settlement Agreement”), and the Court having considered all papers filed and the proceedings had
5 and otherwise being fully informed, **THE COURT HEREBY MAKES THE FOLLOWING**
6 **DETERMINATIONS AND ORDERS:**

7 1. This Order incorporates by reference the definitions in the Settlement Agreement
8 and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement
9 Agreement.

10 2. This Court has jurisdiction over the subject matter of this litigation and over all
11 Parties to this litigation, including the Plaintiff, Class Members, PAGA Members, Defendants, and
12 the State of California.

13 3. Pursuant to the Preliminary Approval Order, the appointed Settlement
14 Administrator, Phoenix Settlement Administrators, mailed a Notice of Settlement to all known
15 Class Members by First Class U.S. Mail. The Notice of Settlement fairly and adequately informed
16 Class Members of the terms of the proposed Settlement and the benefits available to Class Members
17 thereunder. The Notice of Settlement further informed Class Members of the pendency of the
18 Action, of the proposed Settlement, of Class Members’ right to receive their share of the Settlement,
19 of the scope and effect of the Settlement’s Class Member Released Claims, of the preliminary Court
20 approval of the proposed Settlement, of exclusion and objection timing and procedures, of the
21 procedure for challenging the estimated number of relevant pay periods based on Defendants’
22 records, of the date and location of the Final Approval Hearing, and of the right to file
23 documentation in opposition to the Settlement and to appear in connection with the Final Approval
24 Hearing. Class Members had adequate time to consider this information and to use the procedures
25 identified in the Notice. The Court finds and determines the notice procedure afforded adequate
26 protections to Class Members and provides the basis for the Court to make an informed decision
27 regarding approval of the Settlement based on the responses of Class Members. The Court finds
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1 and determines the Notice provided in the Action was the best notice practicable, which satisfied
2 the requirements of law and Due Process.

3 4. In response to the Notice of Settlement, [REDACTED] Class Members objected to the
4 Settlement and [REDACTED] Class Members submitted a Request for Exclusion from the Settlement.

5 5. The Court hereby finds that the Parties' notice of the proposed Settlement submitted
6 to the Labor and Workforce Development Agency ("LWDA") fully and adequately complied with
7 the notice requirements of the Private Attorneys General Act of 2004 ("PAGA"), Labor Code §
8 2699(l).

9 6. The Court finds the Settlement is fair, adequate and reasonable when balanced
10 against further litigation related to liability and damages issues. The Court further finds the Parties
11 have conducted significant investigation, informal discovery, research and litigation such that Class
12 Counsel and Defense Counsel are able to reasonably evaluate their respective positions at this time.
13 The Court finds that the proposed Settlement, at this time, will avoid substantial additional costs
14 by all Parties, as well as avoid the risks and delay inherent to further prosecution of the Action. The
15 Court further finds that the Parties reached the Settlement as the result of reasonable, serious and
16 non-collusive, arms-length negotiations through experienced Class Counsel and Defense Counsel.
17 Thus, the Court approves the Settlement set forth in the Settlement Agreement and finds the
18 Settlement is, in all respects, fair, adequate and reasonable and directs the Parties to effectuate the
19 Settlement according to its terms.

20 7. The Court hereby orders the Settlement Administrator to distribute the Individual
21 Settlement Payments to Class Members in accordance with the provisions of the Settlement.

22 8. For purposes of this Final Approval Order and for this Settlement only, the Court
23 hereby certifies the class of Class Members as defined in the Settlement Agreement. Per the
24 Settlement Agreement, the Class Period is the period from November 17, 2018 through [INSERT
25 DATE OF PRELIMINARY APPROVAL].

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9. For purposes of this Final Approval Order and this Settlement only, the Court hereby confirms the appointment of Plaintiff Neal Aruta as the class representative for the Class Members. The Court finally approves the Service Award to Plaintiff, as fair and reasonable, in the total amount of \$ [REDACTED]. The Court hereby orders the Settlement Administrator to distribute the Service Award to the Plaintiff in accordance with the provisions of the Settlement.

10. For purposes of this Final Approval Order and this Settlement only, the Court hereby confirms the appointment of Douglas Han, Shunt Tatavos-Gharajeh, and Talia Lux of Justice Law Corporation as Class Counsel for the Class Members. The Court finally approves a Class Counsel Fees Award, as fair and reasonable, of \$, which will be distributed to the law firm Justice Law Corporation. The Court finally approves a Class Counsel Costs Award, as fair and reasonable, of \$, which will be distributed to the law firm Justice Law Corporation. Class Counsel's receipt of the Class Counsel Fees Award and Class Counsel Costs Award shall fully satisfy all fees and litigation costs incurred by Class Counsel that represented Plaintiff, Class Members, and PAGA Members in the Action. Defendants' payment of the Court-awarded attorneys' fees and costs shall constitute full satisfaction of Defendants' obligation to pay any person, attorney, or law firm for attorneys' fees, costs, and expenses incurred on behalf of the Plaintiff, the Class Members, and/or the PAGA Members. No other attorneys shall be entitled to fees or costs as a result of the Settlement Agreement or the claims released therein except as specified in the Settlement Agreement and this Order. The Court hereby orders the Settlement Administrator to distribute the Class Counsel Fees Award and Class Counsel Costs Award to Class Counsel in accordance with the provisions of the Settlement.

11. For purposes of this Final Approval Order and this Settlement only, the Court hereby confirms the appointment of Phoenix Settlement Administrators as the Settlement Administrator to administer the Settlement of this matter as more specifically set forth in the Settlement Agreement and further finally approves Settlement Administration Costs, as fair and reasonable, of \$ [REDACTED].

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1 12. As of the Effective Date and funding of the Settlement by Defendants and
2 distribution of the settlement funds in accordance with the Settlement Agreement, all Participating
3 Class Members shall be deemed to have released the Released Parties from all Released Class
4 Claims from November 17, 2018 through [INSERT PRELIMINARY APPROVAL DATE] (i.e.,
5 the “Class Period”), as defined in the Settlement Agreement. “Released Parties” means Defendants
6 (including both AFNA and Partners), their past or present officers, directors, employees, partners,
7 shareholders, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers
8 and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates,
9 parents and attorneys, if any. “Released Class Claims” means all claims, rights, demands, liabilities,
10 and causes of action that Plaintiff alleged, or could have alleged, based on the facts alleged in
11 Plaintiff’s Complaint and Amended Complaint(s) (including Plaintiff’s LWDA letters and any
12 other exhibits to Plaintiff’s Complaint) during the Class Period, including without limitation
13 Plaintiff’s claims for violation of : (a) unpaid overtime, wages and vacation pay (including without
14 limitation under Labor Code sections 510 and 1198); (b) unpaid meal period premiums (including
15 without limitation under Labor Code sections 226.7 and 512(a)); (c) unpaid rest period premiums
16 (including without limitation under Labor Code sections 226.7); (d) unpaid minimum wages
17 (including without limitation under Labor Code sections 1194 and 1197); (e) final wages not timely
18 paid (including without limitation under Labor Code sections 201 and 202); (f) non-compliant wage
19 statements (including without limitation under Labor Code section 226(a)) (both as a derivative
20 and direct claim); (g) unreimbursed business expenses (including without limitation under Labor
21 Code sections 2800 and 2802); and (h) Business & Professions Code sections 17200, et seq. (unfair
22 business practices).

23 13. As of the Effective Date and funding of the Settlement by Defendants in accordance
24 with the Settlement Agreement, Plaintiff, PAGA Members, and the State of California release the
25 Released PAGA Claims against Defendants and the Released Parties. “Released PAGA Claims”
26 means all claims for civil penalties or other relief under California Labor Code sections 2698, et
27 seq., that Plaintiff alleged, or could have alleged, based on the facts Plaintiff alleged in the
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1 Complaint, Amended Complaint, exhibits to the Complaint(s) and/or Plaintiff's PAGA Labor
2 Workforce and Development Agency ("LWDA") Notice and Amended LWDA Notices during the
3 PAGA Period. The PAGA Period is from November 17, 2021 through [INSERT PRELIMINARY
4 APPROVAL DATE] (i.e., the "PAGA Period")

5 14. After Settlement administration has been completed in accordance with the
6 Settlement Agreement, the Parties shall file a report with this Court certifying compliance with the
7 terms of the Settlement.

8 15. Neither this Final Approval Order, the Settlement Agreement, nor any document
9 referred to herein, nor any action taken to carry out the Settlement Agreement is, may be construed
10 as, or may be used as an admission by or against any Defendants or any of the other Released
11 Parties of any fault, wrongdoing or liability whatsoever. Nor is this Final Approval Order a finding
12 of the validity of any claims in the Action or of any wrongdoing by any Defendants or any of the
13 other Released Parties. The entering into or carrying out of the Settlement Agreement, and any
14 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
15 evidence of, an admission or concession with regard to the denials or defenses by any Defendants
16 or any of the other Released Parties and shall not be offered in evidence against any Defendants or
17 any of the Released Parties in any action or proceeding in any court, administrative agency or other
18 tribunal for any purpose whatsoever other than to enforce the provisions of this Final Approval
19 Order, the Settlement Agreement, or any related agreement or release. Notwithstanding these
20 restrictions, any of the Released Parties may file in the Action or in any other proceeding this Final
21 Approval Order, the Settlement Agreement, or any other papers and records on file in the Action
22 as evidence of the Settlement and to support a defense of res judicata, collateral estoppel, release,
23 waiver or other theory of claim preclusion, issue preclusion or similar defense.

24 16. If the Settlement does not become final and Effective in accordance with the terms
25 of the Settlement Agreement, resulting in the return and/or retention of the Settlement funds to
26 Defendants consistent with the terms of the Settlement, then this Final Approval Order and all
27 orders entered in connection herewith, including without limitation any order certifying the class
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1 of Class Members, appointing class representatives or Class Counsel, shall be rendered null and
2 void and shall be vacated.

3 17. The Court hereby enters judgment, with prejudice, for the reasons set forth above,
4 and in accordance with the terms set forth in the Settlement Agreement.

5 18. Without affecting the finality of this Final Approval Order in any way, this Court
6 hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of
7 the Settlement and all orders and judgments entered in connection therewith.

8
9 **IT IS SO ORDERED.**

10
11 Dated: _____

12 HONORABLE JOSEPH T. ORTIZ
13 JUDGE OF THE SUPERIOR COURT
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**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is jtorrez@justicelawcorp.com

On February 18, 2025, I served the foregoing document described as

**JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND
RELEASE**

for the following case: **Aruta v. Ajinomoto Foods North America, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM- 858846-21**
Court Case No.: CIVSB2226091
San Bernardino County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

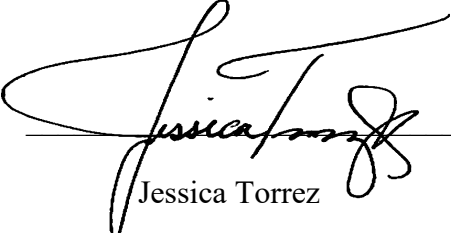
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on February 18, 2025, at Pasadena, California.



Jessica Torrez