

FILED
Clerk of the Superior Court

APR 28 2023

By: J. Hernandez, Deputy

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

LAURA IBARRA and NEAL ARUTA,
individually, and on behalf of aggrieved
employees pursuant to the Private Attorneys
General Act ("PAGA");

Plaintiff,

v.

AJINOMOTO ALTHEA, INC. d/b/a
AJINOMOTO BIO-PHARMA SERVICES, a
Delaware corporation; and DOES 1 through 100,
inclusive;

Defendant.

Case No.: 37-2022-00008619-CU-OE-CTL

Assigned for All Purposes to:
Honorable James A. Mangione
Department C-75

~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (LABOR
CODE § 2698, *ET SEQ.*) SETTLEMENT
AGREEMENT

Hearing Date: April 28, 2023
Hearing Time: 9:00 a.m.
Hearing Place: Department C-75

Complaint Filed: March 7, 2022
Trial Date: None Set

1 This matter has come before the Honorable James A. Mangione in Department C-75 of the
2 San Diego County Superior Court (Hall of Justice) located at 330 West Broadway, San Diego,
3 California 92101, on Plaintiff Laura Ibarra's ("Plaintiff" or "Plaintiff Ibarra") Motion for Approval
4 of Private Attorneys General Act (Labor Code § 2698, *et seq.*) ("PAGA") Settlement Agreement.
5 This Court reviewed the papers submitted by Plaintiff in support of approval of the PAGA
6 Settlement Agreement ("Settlement Agreement," "Settlement," and "Agreement") pursuant to
7 Labor Code section 2698, *et seq.* (Private Attorneys General Act of 2004 ("PAGA")). A true and
8 correct copy of the Settlement Agreement is attached hereto as **Exhibit 1**. Based upon this review,
9 and the findings below, the Court finds good cause to enter this order.

10 **FINDINGS:**

11 Unless otherwise specified, defined terms in this Order and Judgment have the same
12 definition as the terms in the Settlement Agreement.

13 The Court has jurisdiction over the subject matter of this litigation brought by Plaintiff,
14 individually and in her capacity as a private attorney general proxy or agent of the State, against
15 Defendant Ajinomoto Althea, Inc. dba Ajinomoto Bio-Pharma Services, Inc. ("Defendant").

16 On or about December 7, 2021, Plaintiff served a notice letter to the California Labor and
17 Workforce Development Agency ("LWDA") and Defendant, pursuant to Labor Code section
18 2699.3, to notify the LWDA and Defendant of the alleged Labor Code violations.

19 On March 7, 2022, Plaintiff filed this putative representative PAGA action against
20 Defendant, individually, on behalf of California, and all PAGA Employees.

21 The Parties expressly acknowledge the Settlement Agreement is entered solely for the
22 purpose of compromising the significantly disputed PAGA claim and that nothing contained therein
23 is an admission of liability or wrongdoing by Defendant.

24 The Court finds the Settlement was entered in good faith and the Parties have satisfied the
25 standards and applicable requirements for approval of a settlement of the PAGA claim.

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1 The Court finds, pursuant to Labor Code sections 2699(1)(2) and (1)(4), the LWDA was
2 given timely notice of the Agreement. On April 4, 2023, Plaintiff submitted a Notice of
3 Settlement to the LWDA, attached to which was a copy of the Agreement.

4 The Court, having reviewed the evidence and papers submitted and considered any
5 argument of counsel, hereby grants the motion and approves the terms of the settlement as set forth
6 in the Settlement Agreement under Labor Code section 2699(1)(2) as fair, adequate, and reasonable.

7 **IT IS HEREBY ORDERED THAT:**

8 1. Named plaintiff Neal Aruta is hereby dismissed without prejudice as a plaintiff in
9 this matter in light of the Parties' stipulation that he never worked for Defendant. Plaintiff Ibarra
10 remains as the sole named plaintiff and PAGA representative in this matter.

11 2. The "PAGA Employees" is defined as all non-exempt employees employed by
12 Defendant during the period from December 7, 2020, to January 31, 2023 ("PAGA Employees"
13 and "PAGA Period").

14 3. The "Released Parties" is defined as Defendant, and its past, present or future
15 parents, subsidiaries, officers, directors, employees, partners, shareholders, attorneys, agents, and
16 any other successors, assigns, or legal representatives ("Released Parties").

17 4. Phoenix Class Action Settlement Administration Solutions is hereby appointed as
18 the Settlement Administrator.

19 5. Defendant shall pay the Gross Settlement Amount of \$440,000 in accordance with
20 the Settlement Agreement. The Gross Settlement Amount is the maximum amount Defendant will
21 pay for any reason in connection with the Settlement per the terms of the Settlement.

22 6. The Court approves the attorneys' fees to Plaintiff's Counsel of \$154,000, which
23 represents thirty-five percent (35%) of the Gross Settlement Amount, attorneys' costs to Plaintiff's
24 Counsel as reimbursement of documented actual litigation costs and expenses of \$12,210.95,
25 Service Award to Plaintiff of \$10,000, and Settlement Administration Costs of \$8,000 to the
26 Settlement Administrator, all payable from the Gross Settlement Amount. The Court finds the
27 amounts requested are fair and reasonable.

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1 7. After deducting the above-mentioned payments, the balance of the settlement
2 amount will be \$255,789.05 ("PAGA Award"). Under the terms of the Settlement Agreement,
3 seventy-five (75%) of the PAGA Award (\$191,841.79) will be paid to the LWDA ("LWDA
4 payment"), and the remaining twenty-five percent (25%) of the PAGA Award (\$63,947.26) will be
5 paid to the PAGA Members ("Net Distribution Fund") as their Individual PAGA Payments using
6 the formula set forth in the Settlement Agreement.

7 8. The Court authorizes the Settlement Administrator to calculate and pay the
8 Individual PAGA Payments in accordance with the terms of the Settlement.

9 9. Defendant shall provide to the Settlement Administrator a confidential list of all
10 PAGA Employees within thirty (30) days after the Court grants approval of the Settlement
11 Agreement and prior to the Effective Date (defined in the Settlement Agreement). The confidential
12 list will include PAGA Employees' names, last known mailing addresses, Social Security Numbers,
13 and pay periods worked during the PAGA Period.

14 10. Defendant shall fund the Settlement within five (5) business days after the Effective
15 Date (defined in the Settlement Agreement).

16 11. Payments to Plaintiff's Counsel, Plaintiff, Settlement Administrator, and PAGA
17 Employees will occur within ten (10) calendar days after the Settlement is funded.

18 12. The Settlement Administrator, upon approval by the Court, will mail the payments
19 described in the Agreement to PAGA Employees by U.S. mail to the last known addresses of the
20 PAGA Employees, as reflected in Defendant's records. However, the Settlement Administrator will
21 conduct an upfront National Change of Address search to confirm the most recent address for the
22 PAGA Employees at issue and will mail the notice to the most recent address available for each
23 PAGA Employee by first class mail should that differ from Defendant's records.

24 13. The Court hereby approves, as to form and content, the notice of settlement letter
25 attached hereto as **Exhibit 2**. Each Individual PAGA Payment check will be accompanied by a
26 copy of the notice of settlement letter.

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14. All Participating PAGA Employees will receive an Individual Settlement Payment based on the calculations detailed in the Settlement Agreement, without needing to make a claim. Checks must be cashed within one hundred eighty (180) days. On the 181st day, checks are void and uncashed funds will be transmitted to the California State Controller Unclaimed Property Fund in the name of the PAGA Employees.

15. Upon approval from the Court and fully funding of the Gross Settlement Amount, Plaintiff and the State of California (acting through Plaintiff as its authorized PAGA representative) release, and along with the PAGA Employees, will be barred from bringing a PAGA action against Defendant and the Released Parties for any and all PAGA claims that were asserted or that could have been asserted based on the facts alleged in Plaintiff's Complaint and LWDA notice letter submitted by Plaintiff to the LWDA in this matter as specified in the Settlement Agreement.

16. Plaintiff also provides a Complete and General Release of all claims, including a Civil Code section 1542 waiver in exchange for the additional consideration afforded by her Service Award as specified in the Settlement Agreement.

17. Neither Plaintiff's Counsel nor any other counsel will be entitled to any attorneys' fees and/or costs or expenses related to the claims encompassed by the Agreement or related to the Settlement except for the fees and costs specifically approved in this Order.

18. Plaintiff's compliance with the notice procedures described in the Settlement Agreement shall constitute due and sufficient notice to the LWDA and shall be deemed to satisfy any requirement of due process. Nothing else shall be required of, or done by, the Parties, Plaintiff's Counsel, or Defendant's counsel to provide notice of the Settlement.

19. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain continuing jurisdiction over this action and the Parties to the fullest extent necessary to enforce and effectuate the terms and intent of the Agreement.

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1 20. Nothing in this Order and Judgment or Settlement Agreement shall be construed as
2 evidence of an admission or concession by any of the Parties. Defendant and the Released Parties
3 make no admission of liability or wrongdoing by virtue of entering the Settlement Agreement. The
4 Settlement Agreement and this resulting Order and Judgment simply represents a compromise of
5 significantly disputed allegations.

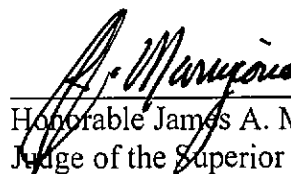
6 21. Within ten (10) calendar days of entry of this Order and Judgment, Plaintiff shall
7 provide a copy of this Order and Judgment to the LWDA, pursuant to Labor Code section 2699(1)(3)
8 and (1)(4).

9 22. The Court sets a ^{status conference} ~~nonappearance case review~~ for February 2, 2024 ^{at 9:45 a.m.} in Department C-
10 75. Within five (5) court days before this hearing, Plaintiff shall file a compliance status report.
11 Pursuant to Code of Civil Procedure section 384, the compliance status report shall specify the total
12 amount paid to PAGA Employees and the residual of the unclaimed settlement funds that will be
13 paid to the entity identified as the recipient of such funds in the Settlement Agreement.

14 23. Following the funding of the Gross Settlement Amount by Defendant and payments
15 from the Gross Settlement Amount by the Settlement Administrator, the Parties will request
16 dismissal of this matter with prejudice.

17
18 IT IS SO ORDERED.

19
20 Dated: 4-28-23



Honorable James A. Mangione
Judge of the Superior Court

EXHIBIT 1

DOUGLAS HAN, Bar No. 232858
ghan@justicelawcorp.com
SHUNT TATAVOS-GHARAJEH, Bar No. 272164
statavos@justicelawcorp.com
TALIA LUX, Bar No. 336074
tlux@justicelawcorp.com

Attorneys for Plaintiff
LAURA IBARRA and
NEAL ARUTA

JOSHUA D. LEVINE, Bar No. 239563
jdlevine@littler.com
BRITTANY L. MCCARTHY, Bar No. 285947
blmccarthy@littler.com
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, California 92101.3577
Telephone: 619.232.0441
Fax No.: 619.232.4302

Attorneys for Defendant
AJINOMOTO ALTHEA, INC. d/b/a AJINOMOTO
BIO-PHARMA SERVICES

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

LAURA IBARRA and NEAL ARUTA,
individually, and on behalf of aggrieved
employees pursuant to the Private
Attorneys General Act ("PAGA");

Plaintiffs,

v.

AJINOMOTO ALTHEA, INC. d/b/a
AJINOMOTO BIO-PHARMA SERVICES, a
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100, inclusive;

Defendants.

Case No. 37-2022-00008619-CU-OE-CTL

Assigned for All Purposes to:
Honorable James A. Mangione
Department C-75

**STIPULATION AND [PROPOSED] ORDER
APPROVING PAGA SETTLEMENT
AGREEMENT AND DISMISSING PAGA
CLAIMS WITH PREJUDICE**

Trial Date: None Set
Complaint Filed: March 7, 2022

STIPULATION

Plaintiff Laura Ibarra ("Ibarra" or "Plaintiff") and Defendant Ajinomoto Althea, Inc. dba Ajinomoto Bio-Pharma Services, Inc. ("Althea" or "Defendant") (collectively, the "Parties") hereby stipulate as follows:

1. Whereas, Plaintiff Laura Ibarra is a former, non-exempt employee who submitted a notice letter to the California Labor and Workforce Development Agency ("LWDA") on December 7, 2021 to exhaust her administrative remedies and then filed this lawsuit on March 7, 2022, alleging a single cause of action under the Private Attorneys General Act ("PAGA").

2. Whereas, Plaintiff's lawsuit seeks to recover PAGA penalties on behalf of the State of California and all current and former non-exempt, hourly employees of Defendant in California going back one year from the date she submitted her LWDA letter (*i.e.*, from December 7, 2020 forward) for alleged (1) Failure to Pay Minimum and Overtime Wages; (2) Failure to Provide Meal and/or Rest Breaks; (3) Failure to Timely Pay Wages During Employment; (4) Failure to Timely Pay Wages at Termination; (5) Failure to Provide Accurate Wage Statements; (6) Failure to Provide Sick Days; (7) Failure to Reimburse Business Expenses; and (8) Failure to Provide One Day of Rest in Seven, as further specified in Plaintiff's Complaint and LWDA notice letter.

3. Whereas, following a significant exchange of information, documents, and data, the Parties mediated this Action before experienced mediator Lisa Klerman on October 28, 2022.

4. Whereas, the information exchanged between the parties prior to the October 28, 2022 mediation included Althea responding to an initial set of special interrogatories and producing: all policies related to Plaintiff's PAGA claims, information regarding the total number of employees and pay periods at issue, a random sample of 22.5% of all pay and time data for the allegedly aggrieved employees at issue, and a complete list of all PAGA Employees (defined below).

5. Whereas, the matter did not settle during the full-day mediation on October 28, 2022, but the Parties ultimately did reach a settlement after both Parties accepted a mediator's proposal offered by Ms. Klerman and signed a related Memorandum of Understanding setting forth the key terms of the Parties' settlement of all of Plaintiff's PAGA claims in this Action against Defendant.

6. Whereas, the Parties have now memorialized the settlement of Plaintiff's PAGA claims in this action in this Stipulation ("Stipulation", "Settlement", or "Settlement Agreement") based on the following terms and subject to the Court's approval:

(a) The Parties and Court: The action being settled is a PAGA action brought by Plaintiff Laura Ibarra (again, "Ibarra" or "Plaintiff") against Ajinomoto Althea, Inc dba Ajinomoto Bio-Pharma Services, Inc. (again, "Althea" or "Defendant") (collectively, the "Parties") and is currently pending in the California Superior Court for the County of San Diego, Case No. 37-2022-00008619-CU-OE-CTL (the "*Ibarra* Action" or the "Action"). Neal Aruta ("Aruta"), named in the complaint as a representative Plaintiff, will dismiss his claims as he has been confirmed to have never been an employee of Althea. Aruta will take no part in the settlement, nor will the entities that employed Aruta be included in the release.

(b) No Admission of Liability: The Parties agree that this Stipulation and Settlement reflects their good faith compromise of the claims raised in the *Ibarra* Action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel, and arms' length negotiations including mediation. Althea makes no admission of liability or wrongdoing by virtue of entering into this Settlement. The terms in this Settlement apply only in the context of settlement and have no effect on the Parties' position or arguments in litigation. Althea reserves the right to assert all relevant defenses and contest any issues relating to representativeness of the claims as well as liability if the Settlement is not approved.

(c) PAGA Period: The "PAGA Period" shall run from December 7, 2020, to January 31, 2023.

(d) PAGA Employees: All non-exempt employees employed by Althea during the PAGA Period are "PAGA Employees." PAGA Employees will be bound by this settlement and the Releases described below upon the Court granting approval. Based on its business records, Althea has confirmed that it employed approximately 703 individuals that meet the definition of PAGA Employees during the period from December 7, 2020, through July 22, 2022 (the last date data is currently available). During this same time period, PAGA Employees collectively worked

approximately 21,164 pay periods. The Parties agree that, when extrapolated through January 31, 2023, the pay periods are estimated to be 28,360.

(e) Approval of Settlement: The Parties agree to work collaboratively to seek approval of this Settlement. The Parties agree that if the Settlement does not receive approval or does not become final and binding for any reason, including an appeal, etc., the Parties will be placed back in the position they were in prior to entering into this Settlement.

(f) Plaintiff to Provide Notice of Settlement to LWDA in Advance of Approval Hearing: Plaintiff's counsel agrees to provide a copy of this Stipulation and Settlement to the LWDA at the same time it is submitted to the Court for approval.

(g) Gross Settlement Amount: The maximum total value of this Settlement is Four Hundred and Forty Thousand Dollars and Zero Cents (\$440,000) (the "Gross Settlement Amount"). The Gross Settlement Amount is the maximum amount that Althea will pay for any reason in connection with the resolution of the *Ibarra* Action ("PAGA Settlement").

(i) The Gross Settlement Amount will be used to pay: (1) the Private Attorneys General Act ("PAGA") Award (defined in the "PAGA Award" paragraph below), with 75% of the PAGA Award going to the LWDA and 25% being distributed on a prorated basis based on pay periods worked to PAGA Employees; (2) Plaintiff's Counsel's attorneys' fees; (3) Plaintiff's costs; (4) Settlement Administration Costs (i.e., all costs specified in the "Costs of Administration" paragraph below); and (5) the Service Award to Plaintiff Ibarra (as specified in the Service Award paragraphs below).

(ii) Payment of the Gross Settlement Amount described herein will be contingent on, and will not occur until, the Court dismisses Aruta as a named Plaintiff in this Action.

(h) Plaintiff's Counsel's Fees and Costs: Plaintiff's Counsel is Doug Han, Shunt Tatarvos-Gharajeh, and Talia Lux of Justice Law Corporation. Althea agrees not to oppose Plaintiff's counsel's application for attorneys' fees of up to 35% of the Gross Settlement Amount, or One Hundred and Fifty-Four Thousand Dollars (\$154,000), and costs of up to Fifteen Thousand Dollars (\$15,000). Any attorney's fees or litigation costs awarded will be paid from the Gross Settlement Amount. No other counsel shall be entitled to any other fees or costs associated with this Settlement. The attorney's fees

1 and litigation costs to be awarded to Plaintiff's counsel are subject to approval from the Court. Any
2 attorney's fees or litigation costs not awarded by the Court will be added to the PAGA Award and
3 distributed to the LWDA and PAGA Employees as specified herein.

4 (i) Ibarra's Service Award: Althea agrees not to oppose Ibarra's application for a Service
5 Award (*i.e.*, payment for service as a named Plaintiff and in consideration of the general release
6 specified below) in an amount not to exceed Ten Thousand Dollars (\$10,000). The Service Award is
7 subject to approval from the Court and will be paid from the Gross Settlement Amount. Any Service
8 Award not awarded by the Court will be added to the PAGA Award and distributed to the LWDA and
9 PAGA Employees as specified herein.

10 (j) Costs of Administration: The Parties agree to use Phoenix Class Action Settlement
11 Administration Solutions as the Settlement Administrator. Such administration costs for PAGA
12 Employees are estimated to be Eight Thousand Dollars (\$8,000). The cost of administration shall be
13 paid entirely from the Gross Settlement Amount. Any Settlement Administration Costs not incurred
14 by the Settlement Administrator or awarded by the Court will be added to the PAGA Award and
15 distributed to the LWDA and PAGA Employees as specified herein.

16 (k) The PAGA Award: The PAGA Award is the Gross Settlement Amount minus the
17 amounts allotted to: (1) Plaintiff's counsel's fees (up to \$154,000), (2) Plaintiff's counsel's litigation
18 costs (up to \$15,000); (3) the Service Award for Plaintiff (up to \$10,000), and (4) the Settlement
19 Administration Costs (estimated to be \$8,000). Seventy-five percent (75%) of the PAGA Award will
20 be paid to the LWDA. The remaining twenty-five percent (25%) will be distributed on a prorated
21 basis to PAGA Employees from the Net Distribution Fund as described below.

22 (l) Net Distribution Fund: The Net Distribution Fund is the twenty-five percent (25%) of
23 the PAGA Award that will be distributed to PAGA Employees as follows:

24 (i) PAGA Employee Calculations: For PAGA Employees, Althea will calculate
25 the total number of pay periods (rounding up to the nearest pay period) that each PAGA Employee
26 worked during the PAGA Period ("Total PAGA Pay Periods"). The value of each PAGA Pay Period
27 shall be determined by the Settlement Administrator by dividing the 25% of the PAGA Award
28 allocated for PAGA Employees by the Total PAGA Pay Periods for all PAGA Employees ("PAGA

1 Pay Period Value"). To determine the amount to be paid to each PAGA Employee (*i.e.*, their
2 "Individual Settlement Payment"), the Settlement Administrator will multiply the PAGA Pay Period
3 Value by the number of pay periods (rounding up to the nearest pay period) that each PAGA Employee
4 worked for Althea during the PAGA Period.

5 (ii) Taxes: Settlement payments to PAGA Employees will be attributed one
6 hundred percent (100%) as penalties.

7 (iii) No Reversion: All Participating PAGA Employees will receive an Individual
8 Settlement Payment based on the calculations detailed above, without needing to make a claim.
9 Checks must be cashed within 180 days. On the 181st day, checks are void and uncashed funds will
10 be transmitted to the California State Controller Unclaimed Property Fund in the name of the PAGA
11 Employee.

12 (m) Releases: Upon approval from the Court and fully funding of the Gross Settlement
13 Amount, Plaintiff and the State of California (acting through Plaintiff as its authorized PAGA
14 representative) release and along with the PAGA Employees will be barred from bringing a PAGA
15 action against Althea, and its past, present or future parents, subsidiaries, officers, directors,
16 employees, partners, shareholders, attorneys, agents, and any other successors, assigns, or legal
17 representatives (the "Release Parties") for any and all PAGA claims that were asserted or that could
18 have been asserted based on the facts alleged in Plaintiff's Complaint, and the LWDA PAGA notice
19 letter(s) submitted by Plaintiff and/or Plaintiffs' counsel to the LWDA in the Action, whether known
20 or unknown including without limitation all known and unknown claims arising out of any alleged
21 failure to pay all minimum, regular, and overtime wages, failure to provide meal periods or premium
22 payments in lieu thereof, failure to provide rest periods or premium payments in lieu thereof, failure
23 to timely pay wages during employment, failure to provide complete and accurate itemized wage
24 statements (based on both direct and derivative theories of liability), failure to provide paid sick days,
25 failure to pay premium pay at the regular rate, failure to timely pay all wages due at separation (based
26 on both direct and derivative theories of liability), failure to reimburse business expenses, and failure
27 to provide one days rest in seven, or based on underlying alleged violations of California Labor Code
28 sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552,

558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and any and all related penalties or other relief available under PAGA. The releases in this paragraph are referred to as the “Released Claims.” The release will be effective through January 31, 2023. Because this is a PAGA-only case, there is no right to opt-out or object and all PAGA Employees will be bound by the release described above upon approval of the Settlement Agreement by the Court.

(n) Named Plaintiff Laura Ibarra’s General Release of All Claims: Plaintiff Laura Ibarra agrees to provide a Complete and General Release of all claims, including a California Civil Code section 1542 Waiver in exchange for the additional consideration afforded by her Service Award. Plaintiff Ibarra’s “Complete and General Release” means an irrevocable and unconditional release given only by the named Plaintiff in the Action (*i.e.*, Ibarra), releasing the Released Parties (defined above) from any and all charges, complaints, claims, causes of action, debts, sums of money, controversies, agreements, promises, damages and liabilities of any kind or nature whatsoever, both at law and equity, known or unknown, suspected or unsuspected, arising from conduct occurring on or before January 31, 2023 related to Plaintiff’s employment, separation from Althea, and/or the Action, including but not limited to all of the claims alleged in Plaintiff’s LWDA notice letter and Complaint and including without limitation all actions, claims and grievances, whether actual or potential, known or unknown, related, incidental to or arising out of any act or omission committed or omitted by the Released Parties through January 31, 2023 and/or arising out of Plaintiff’s employment with Althea (direct or indirect) and/or the cessation thereof. This release includes a 1542 Waiver (defined below) as to all Claims. This release also includes, but is not limited to, a release of all claims under (a) the California Civil Code, (b) the California Fair Employment and Housing Act, (c) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et. seq.*, (d) the Employment Act of 1967, (e) the Civil Rights Act of 1991, (f) the Civil Rights Act of 1866 and 1870, (g) 42 U.S.C. § 1981, as amended, (h) Executive Order 11246, (i) the Americans with Disabilities Act 42 U.S.C. § 12101, *et. seq.*, as amended, (j) the Family and Medical Leave Act, as amended, (k) the Equal Pay Act of 1963, as amended, (l) the Immigration and Reform Control Act, as amended, (m) any other state, federal, and local law, regulation and ordinance dealing with discrimination in employment, disability, wrongful discharge, and retaliation for exercising any right or participating or engaging in any activity,

(n) the Occupational Safety and Health Act, as amended, (o) the Sarbanes-Oxley Act of 2002, as amended, (p) the Employment Retirement Income Security Act of 1974, as amended (except vested benefits), (q) the Worker Adjustment and Benefit Protection Act of 1990, as amended, (r) the Worker Adjustment and Retraining Notification Act, as amended, (s) any federal, state or common law claim or cause of action for breach of contract, wrongful discharge, constructive discharge, retaliation, defamation, slander, libel, intentional or negligent infliction of emotional distress, misrepresentation, fraud, promissory estoppel, any other tort or negligence claim, or obligations arising out of any of Defendant's employment policies or practices, employee handbooks, and/or any statements by any employee or agent of Defendant whether oral or written, (t) the California Labor Code, and (u) any federal, state or common law claim or cause of action for reinstatement, back pay, bonus, attorneys' fees, compensatory damages, costs, front pay, any form of equitable or declaratory relief, liquidated damages, emotional distress, personal injury, punitive damages, pain and suffering, medical expenses, damage to reputation, damage for personal, emotional or economic injury or damage of any kind. This provision is intended by the Parties to be all-encompassing and to act as a full and total release of any claims, whether specifically enumerated herein or not, that Plaintiff might have or have had, that exists or ever has existed, on or prior to January 31, 2023. "1542 Waiver" means an express waiver, to the fullest extent permitted by law, of the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which Section provides:

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

Plaintiff Ibarra's Complete and General Release does not include a release of any claims that cannot be released as a matter of law.

(o) Payment: Because this is a PAGA-only case, no class notice is required. Rather, the Settlement Administrator, upon approval by the Court, will mail the payments described herein to PAGA Employees by U.S. mail to the last known addresses of the PAGA Employees, as reflected in

1 Althea's records. However, the Settlement Administrator will conduct an upfront National Change of
2 Address search to confirm the most recent address for the PAGA Employees at issue and will mail the
3 notice to the most recent address available for each PAGA Employee by first class mail, should that
4 differ from Althea's records.

5 (p) Publicity: Plaintiff Ibarra and her counsel agree to discuss the terms of this Settlement
6 only in declarations submitted to a court or court hearings in support of Settlement Approval. Ibarra
7 and her counsel agree not to otherwise publicize this Settlement, including, but not limited to, issuing
8 press releases, posting summaries online, or otherwise speaking to the press regarding the terms of
9 this Settlement. If Ibarra or her Counsel are contacted by members of the press, they will respond
10 only that the lawsuit exists and has been resolved.

11 (q) Effective Date: The Effective Date of the Settlement will be 60 days after the notice
12 of an order granting approval of the Settlement is served, provided there have been no appeals filed
13 within that time. In the event that an appeal is filed on or before the 65th day after final approval, the
14 Effective Date shall be the date that the Settlement and any ensuing order or judgment can no longer
15 be appealed or challenged and the Settlement has become final and binding. Althea shall fund the
16 Settlement within 5 business days after the Effective Date. Payments to Plaintiff's Counsel, Ibarra,
17 the Settlement Administrator, and Participating PAGA Employees under the Settlement will occur
18 within 10 calendar days after the Settlement is funded.

19 (r) Enforceability: The Parties agree they will work together in good faith to secure
20 approval of the Settlement. The parties shall further use best efforts and act in good faith to address
21 concerns or questions, if any, raised by the Court about the Settlement. The Parties agree that it is
22 their intent that the terms set forth in this Stipulation and Settlement will release any further attempt,
23 by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind by each
24 and all of Ibarra and PAGA Employees, involving the released claims described above for the PAGA
25 Period.

26 7. Whereas Althea and the Released Parties shall not be required to pay any amount in excess of
27 the Total Settlement Amount in connection with this Settlement to any counsel, parties or government
28 entity except as specified in this Stipulation.

1 8. Whereas, the Parties acknowledge and agree that, if approved, this Stipulation and Settlement
2 will result in the complete and final resolution of this Action.

3 9. Whereas, Defendant shall provide to the Settlement Administrator a Confidential list of all
4 PAGA Employees thirty (30) days after the Court grants approval of the Settlement Agreement and
5 prior to the Effective Date (defined above), including their full name, last known mailing address,
6 social security number, and pay periods worked during the PAGA Period. This Confidential list shall
7 be provided to the Settlement Administrator only and shall be used only for this Action for purposes
8 of administering this Settlement.

9 (a) The Settlement Administrator will handle all necessary tax reporting and shall distribute
10 the settlement funds in accordance with this Stipulation and Settlement within ten (10)
11 business days after Defendant funds the Settlement, including but not limited to mailing
12 settlement checks to PAGA Employees, the LWDA, and Plaintiff's counsel in
13 accordance with this Stipulation and Settlement. Any settlement checks to PAGA
14 Employees returned to the Settlement Administrator as non-deliverable within 30 days
15 of mailing shall be re-mailed to the forwarding address affixed thereto. If no forwarding
16 address is provided, the Settlement Administrator shall promptly attempt to determine a
17 correct address by the use of skip-tracing, or other type of automated search, and shall
18 then perform a re-mailing to the PAGA Employee whose settlement check was returned
19 assuming another mailing address is identified by the Settlement Administrator. Once
20 these procedures are followed, notice to PAGA Employees shall be deemed to have been
21 fully satisfied, and even if the intended recipient of the settlement check does not receive
22 it, the intended recipient shall nevertheless remain a PAGA Employee and shall be bound
23 by all terms of this Settlement, including the release.

24 (b) As noted above, individual settlement checks shall remain negotiable for One Hundred
25 Eighty (180) calendar days from the date of mailing. If an individual settlement check
26 remains uncashed after One Hundred Eighty (180) calendar days from issuance, the
27 Settlement Administrator shall pay over the amount represented by the check, without
28 the need to include interest, to the California State Controller's Office's Unclaimed

1 Property Division, with the identity of the PAGA Employee to whom the funds belong.

2 In such event, the Participating PAGA Employee shall nevertheless remain bound by the
3 Settlement.

4 10. Whereas, if this Stipulation and Settlement Agreement does not become Effective (*i.e.*, the
5 “Effective Date” defined above is not reached and the Settlement does not become final and binding),
6 the Parties will return to the position they were in prior to the Settlement.

7 11. Whereas, Plaintiff Ibarra represents and agrees that other than this action, she does not have
8 any pending or contemplated lawsuits, administrative complaints, PAGA notice letters or charges
9 against Defendant Althea or the Released Parties in any local, state, or administrative agency. Plaintiff
10 Ibarra also represents that she will not bring any action in the future in which Plaintiff seeks to recover
11 from Defendant or the Released Parties relating to or arising from Plaintiff’s employment with or
12 separation from Defendant Althea, other than an action to enforce Plaintiff’s rights under this
13 Settlement Agreement.

14 12. Whereas, based on the information, evidence, and data reviewed by counsel for all Parties,
15 who have significant experience and expertise in evaluating these claims, the Total Settlement Amount
16 provides fair and meaningful relief when weighed against the significant risks, delay, and burden to
17 all Parties of continued litigation. Although Plaintiff believes the claims she alleged have merit, she
18 also recognizes that continued litigation could be lengthy and present a risk of no recovery, particularly
19 in light of the defenses raised by Defendant. For its part, Defendant strongly disputes that there is any
20 merit to Plaintiffs’ claims, but nevertheless agrees that this Settlement is appropriate given the cost
21 and burden of continued litigation and inherent risks in any litigation. For these reasons, both
22 Plaintiffs’ counsel and Defendants’ counsel believe that the settlement is fair, adequate, and
23 reasonable.

24 13. Whereas, pursuant to California Labor Code section 2699(1)(2), Plaintiff’s counsel confirm
25 they are providing a copy of this Stipulation and Settlement to the LWDA concurrently with the filing
26 of this Stipulation.

14. Whereas, should the Court not approve this Stipulation and Settlement, the Parties agree to work together in good faith to remedy any concerns the Court may have regarding the Settlement in order to obtain the Court's approval.

15. Whereas, Plaintiff represents and warrants that she has the right and exclusive authority to execute this Stipulation and Settlement. Each Party to this Settlement also represents and warrants to, and agrees with, each other Party hereto as follows:

(a) Each Party has carefully read and knows and understands the full contents of this Stipulation and Settlement and is voluntarily entering into this Agreement after having received independent legal advice from their attorneys with respect to the advisability of making the settlement provided for herein and the advisability of executing this Stipulation.

(b) In executing this Stipulation and in making the Settlement provided for herein, no Party relies or has relied on any statement, representation, omission, inducement, or promise of any other Party (or any officer, agent, employee, representative, or attorney for any other Party), except as expressly stated in this Stipulation.

(c) Each Party to this Agreement has investigated the facts relevant to this Settlement, and all matters pertaining thereto, to the full extent that each deems necessary.

(d) Each separately-numbered term of this Stipulation is contractual, not merely a recital.

(e) Each of the Parties has participated in the drafting of all provisions of this Agreement, has had an adequate opportunity to read, review, and consider the effect of the language of this Agreement, and has agreed to its terms.

16. Whereas, the rights and obligations of the Parties and the PAGA Employees under this Stipulation shall be construed and enforced in accordance with, and governed by, the laws of the State of California. California law shall govern the interpretation of this Stipulation and Settlement even if a choice of law analysis under state or federal law would dictate that another forum's law be applied.

17. Whereas, each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Settlement and will do all such acts, and

1 prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated
2 objectives of this Agreement.

3 18. Whereas, if any provision of this Stipulation and Settlement is held to be invalid by a court of
4 competent jurisdiction, that provision shall be deemed severed and deleted from this Settlement, and
5 neither that provision nor its severance and deletion shall affect the validity of the remaining
6 provisions. Notwithstanding the foregoing, no portion of any release contained herein may be deemed
7 severed or deleted from this Settlement, except upon waiver in writing by Defendant.

8 19. Whereas, the Parties agree that this Stipulation and Settlement does not constitute an admission
9 by Defendant or any of the Released Parties of any of the matters alleged in Plaintiffs' actions or of any
10 violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of
11 any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Stipulation nor
12 anything in this Stipulation shall be construed to be or shall be admissible in any proceeding as evidence
13 of liability or wrongdoing by Defendant or the Released Parties.

14 20. Whereas, the Parties further agree that:

15 (a) This Stipulation is binding upon, and shall inure to the benefit of, the Parties hereto
16 and their respective agents, employees, representatives, officers, directors, parents,
17 subsidiaries, parents' subsidiaries, assigns, heirs, executors, administrators, insurers,
18 and successors in interest.

19 (b) Given that all Parties hereto had the opportunity to draft, review, and edit the language
20 of this Stipulation and Settlement, no presumption for or against any Party arising out
21 of drafting all or any part of this Stipulation may be applied in any action relating to,
22 connected to, or involving this Settlement.

23 (c) This Stipulation may be executed in counterparts. A signature by way of facsimile,
24 electronic signature, photocopy, or electronic transmission shall serve as an original for
25 all purposes.

26 [Continued on Following Page]
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28

21. THEREFORE, the Parties agree and jointly request that the Court issue an order (1) approving of this Stipulation and proposed PAGA Settlement; (2) dismissing Plaintiff Aruta without prejudice; and (3) dismissing this Action with prejudice in accordance with the terms of this Settlement and the Proposed Order submitted with this Stipulation.

IT IS SO STIPULATED AND AGREED.

Dated: January 24, 2023

AJINOMOTO ALTHEA, INC.
Defendant

By: Erik R. Riley

Erik R. Riley

Erik R. Riley
2023.01.24
09:49:06 -08'00'

Title: Vice President, Corporate Strategy

Dated: January 24, 2023

LAURA IBARRA
Plaintiff

21. THEREFORE, the Parties agree and jointly request that the Court issue an order (1) approving of this Stipulation and proposed PAGA Settlement; (2) dismissing Plaintiff Aruta without prejudice; and (3) dismissing this Action with prejudice in accordance with the terms of this Settlement and the Proposed Order submitted with this Stipulation.

IT IS SO STIPULATED AND AGREED.

Dated: January 23, 2023

AJINOMOTO ALTHEA, INC.
Defendant

By: _____

Title: _____

Dated: January 23, 2023



LAURA IBARRA
Plaintiff

ORDER

Having received the Parties' Stipulation and PAGA Settlement (the "Stipulation") set forth above and good cause appearing therefore:

IT IS HEREBY ORDERED that:

1. The terms used in this Order shall have the same meaning as the defined terms in the Stipulation.
2. Named Plaintiff Neal Aruta is hereby dismissed, without prejudice as a Plaintiff in this action in light of the Parties' stipulation that he never worked for Althea. Plaintiff Laura Ibarra remains as the sole named Plaintiff and PAGA representative in this Action.
3. The Court finds the Stipulation and Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law.
4. The Parties' Stipulation and PAGA Settlement is hereby APPROVED pursuant to California Labor Code section 2699(l).
5. The Court approves the payments to be paid to the PAGA Employees and the State of California as set forth in the Stipulation pursuant to California Labor Code § 2699(l). The Court further approves the payments to Plaintiffs' counsel for attorneys' fees and costs and to the Settlement Administrator for Settlement Administration Fees, as set forth and specified in the Stipulation.
6. The Court hereby appoints Phoenix Class Administrators as the Settlement Administrator. The Parties and Settlement Administrator shall execute the Settlement in accordance with the terms and timeline specified in the Stipulation, including with regard to the distribution of the Total Settlement Amount to the LWDA, PAGA Employees, Plaintiffs' counsel, and the Settlement Administrator for Settlement Administration Fees.
7. As of the date of this Order, Plaintiffs, the PAGA Employees, the LWDA, and Defendant shall be bound by the Stipulation and Settlement. The "PAGA Period" shall run from

1 December 7, 2020 to January 31, 2023. All non-exempt employees employed by Althea
2 during the PAGA Period are "PAGA Employees."

3 8. Upon funding of the Total Settlement Amount by Defendant after the Effective Date,
4 Defendant and Released Parties are hereby released from the Released Claims in
5 accordance with the terms of the Stipulation and Settlement during the PAGA Period from
6 December 7, 2020, through January 31, 2023.

7 9. This action is hereby DISMISSED WITH PREJUDICE.

8 10. This Court shall retain jurisdiction with respect to all matters related to the interpretation
9 and enforcement of the Parties' Stipulation and Settlement.

10 IT IS SO ORDERED.

11 Dated: _____

12 HONORABLE JAMES A. MANGIONE
13 JUDGE OF THE SUPERIOR COURT
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EXHIBIT 2

NOTICE OF PAGA SETTLEMENT

Laura Ibarra, et al., v. Ajinomoto Althea, Inc. d/b/a Ajinomoto Bio-Pharma Services
Superior Court of California, County of San Diego
Case No.: 37-2022-00008619-CU-OE-CTL

Dear [PAGA Employees' Name]:

Enclosed with this letter is a settlement check being paid to you pursuant to the court-approved settlement of the lawsuit filed in the Superior Court of California, County of San Diego, entitled *Laura Ibarra, et al., v. Ajinomoto Althea, Inc. d/b/a Ajinomoto Bio-Pharma Services*, Case Number 37-2022-00008619-CU-OE-CTL ("Action"). The purpose of this letter is to provide you with basic information about the Action, the reasons why you are receiving the enclosed settlement check, and the effect of the settlement on your legal rights.

I. The Action

On March 7, 2022, Plaintiff Laura Ibarra ("Plaintiff"), a former employee of Defendant Ajinomoto Althea, Inc. d/b/a Ajinomoto Bio-Pharma Services ("Defendant" or "the Company") commenced this Action by filing a complaint seeking civil penalties pursuant to Labor Code section 2698, *et seq.* (Private Attorneys General Act of 2004 ("PAGA")), in the Superior Court of California, County of San Diego ("Operative Complaint") on behalf of the State of California and all non-exempt employees employed by Defendant during the period from December 7, 2020, to January 31, 2023, otherwise referred to as "PAGA Employees." According to the Company's records, you are a PAGA Employee and are entitled to a share of the settlement.

Defendant denies all of Plaintiff's claims and denies that it owes any penalties. But to avoid further time and expense in litigation, the Company and Plaintiff have agreed to settle the case. The Court approved this settlement but has not made any findings regarding liability or the merits of Plaintiff's claims.

II. Why the Settlement Check Is Being Sent to You

The settlement approved by the San Diego Superior Court on [Approval Date] involves a payment for alleged civil penalties under PAGA. In accordance with PAGA, seventy-five percent (75%) of the alleged civil penalties paid under the settlement goes to the California Labor Workforce Development Agency ("LWDA"). The remaining twenty-five percent (25%) of the alleged civil penalties paid under the settlement will be distributed to all PAGA Employees on a prorated basis based on the number of pay periods each PAGA Employee worked from December 7, 2020, through January 31, 2023 ("PAGA Period"). The enclosed settlement check is being sent to you because you have been identified as a PAGA Employee.

Your settlement check will remain negotiable for one hundred eighty (180) calendar days after its mailing. On the 181st day, your settlement check will void, and the uncashed amount will be transmitted to the California State Controller Unclaimed Property Fund in your name.

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III. Consequences of the Settlement

The Action was filed exclusively as a representative action under PAGA, which functions as a substitute for an enforcement action by the State of California. Under the approved settlement, Plaintiff and the State of California (acting through Plaintiff as its authorized PAGA representative) release and along with the PAGA Employees will be barred from bringing a PAGA action against Defendant for any and all PAGA claims that were asserted or that could have been asserted based on the facts alleged in Plaintiff's lawsuit through January 31, 2023.

Because this is a PAGA-only case, there is no right to opt-out or object to the settlement. Thus, all PAGA Employees are bound by the release described in the settlement regardless of whether they choose to cash or deposit the enclosed settlement check.

IV. Taxation of Your Individual Settlement Award

You will be issued an IRS Form 1099 in connection with the funds paid to you via the enclosed check. However, you are solely responsible for all tax obligations attributable to you that may arise as a result of receiving the settlement check. If you have any tax-related questions regarding your receipt of the enclosed check, you should direct them your own tax advisor.

V. Where to Get More Information

Do not call or contact the Superior Court of California, County of San Diego, about this letter, settlement, settlement check sent to you, or Action in general. If you have questions about this letter, settlement, settlement check sent to you, or Action in general, you may contact the Settlement Administrator _____ at [INSERT CONTACT INFORMATION].

Dated: INSERT DATE