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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
Delaware corporation; and DOES 1 through
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

1 approximately 21,164 pay periods. The Parties agree that, when extrapolated through January 31,
2 2023, the pay periods are estimated to be 28,360.

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

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

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

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

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

23 (h) Plaintiff's Counsel's Fees and Costs: Plaintiff's Counsel is Doug Han, Shunt Tatarvos-
24 Gharajeh, and Talia Lux of Justice Law Corporation. Althea agrees not to oppose Plaintiff's counsel's
25 application for attorneys' fees of up to 35% of the Gross Settlement Amount, or One Hundred and
26 Fifty-Four Thousand Dollars (\$154,000), and costs of up to Fifteen Thousand Dollars (\$15,000). Any
27 attorney's fees or litigation costs awarded will be paid from the Gross Settlement Amount. No other
28 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

Property Division, with the identity of the PAGA Employee to whom the funds belong.
In such event, the Participating PAGA Employee shall nevertheless remain bound by the
Settlement.

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

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

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

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

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

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

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

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

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

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

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

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

27 17. Whereas, each Party, on behalf of themselves, and their respective business entities, heirs,
28 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
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

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IT IS HEREBY ORDERED that:

- 14.

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

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

9. This action is hereby DISMISSED WITH PREJUDICE.

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

IT IS SO ORDERED.

Dated: _____

HONORABLE JAMES A. MANGIONE
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 April 4, 2023, I served the foregoing document described as

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

for the following case: **Ibarra v. Ajinomoto Althea, Inc. d/b/a Ajinomoto Bio-Pharma Services**
LWDA/Court Case No.: **LWDA Case No.: CM-856411-21**
Court Case No.: 37-2022-00008619-CU-OE-CTL
San Diego 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 April 4, 2023, at Pasadena, California.


Jessica Torrez