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

DAVID NGUYEN, as an individual and  
on behalf of all others similarly situated,

Plaintiff,

vs.

TRILINK BIOTECHNOLOGIES, LLC;  
and DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2022-00019578-CU-OE-CTL

*Assigned to the Hon. Timothy Taylor,  
Dept. C-72*

**JOINT STIPULATION AND  
SETTLEMENT AGREEMENT OF  
CLASS CLAIMS**

Action Filed: May 23, 2022

1 This Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims  
2 (“Stipulation of Settlement” or “Settlement” or “Settlement Agreement”) is made and entered into  
3 by and between (a) Plaintiff David Nguyen (hereinafter referred to as “Class Representative” or  
4 “Plaintiff”), and on behalf of the Class and Aggrieved Employees (as defined below), and (b)  
5 Defendant TriLink BioTechnologies, LLC (“Defendant”) (Plaintiff and Defendant hereinafter  
6 collectively referred to as the “Parties”).

7 THE PARTIES STIPULATE AND AGREE as follows:

8 **DEFINITIONS**

9 1. “**Action**” shall mean the action entitled *David Nguyen v. TriLink BioTechnologies,*  
10 *LLC*, San Diego County Superior Court, Case no. 37-2022-00019578-CU-OE-CTL

11 2. “**PAGA Letter**” shall mean the PAGA letter Plaintiff submitted to the State of  
12 California Labor and Workforce Development Agency (“LWDA”) dated March 9, 2022 that  
13 includes all claims alleged in the Operative Complaint.

14 3. “**Class Counsel**” shall mean Lauren Vega, Esq. and Nicholas Ferraro, Esq. of Ferraro  
15 Vega Employment Lawyers, Inc.

16 4. “**Class Members**” shall mean all current and former non-exempt, hourly paid  
17 employees of Defendant who worked in California at any time from May 23, 2018, through the date  
18 Preliminary Approval of the Class Settlement is granted, or a sooner date per the procedure set forth  
19 in Paragraph 71 below, at Defendant’s option (“Settlement Class Members”).

20 5. “**Class Period**” shall mean May 23, 2018, through the date Preliminary Approval of  
21 the Class Settlement is granted, or a sooner date per the procedure set forth in Paragraph 71 below,  
22 at Defendant’s option.

23 6. “**Class Released Claims**” shall have the meaning ascribed to it in Paragraph 62(a)-  
24 (c) below.

25 7. “**Class Representative**” or “**Plaintiff**” shall mean Plaintiff David Nguyen.

26 8. “**Court**” shall mean the Superior Court of the State of California for the County of  
27 San Diego.

1           9.       **“Court’s Final Order and Judgment”** means the Final Order Approving Class  
2 Action and PAGA Settlement and Judgment in a form to be agreed upon by the Parties and approved  
3 by the Court.

4           10.      **“Defendant’s Counsel”** shall mean Luis E. Lorenzana and Brittany L. McCarthy of  
5 Littler Mendelson, P.C.

6           11.      **“Effective Date”** shall have the meaning ascribed to it in Paragraph 38, below.

7           12.      **“Final Approval Hearing”** shall mean the hearing where the Court shall consider,  
8 without limitations, any timely objections to the Settlement from Settlement Class Members,  
9 testimony from the Parties or their counsel, declarations regarding the claims process from the  
10 Settlement Administrator, and otherwise make a final determination regarding the fairness of the  
11 Settlement as set forth herein.

12          13.      **“Gross Settlement Amount”** shall refer to Four Hundred Thousand Dollars and  
13 Zero Cents (\$400,000.00), which is the maximum amount that Defendant will pay pursuant to this  
14 Settlement, excluding Defendant’s share of payroll taxes, which shall be paid by Defendant  
15 separately and in addition to the Gross Settlement Amount.

16          14.      **“Incentive Award”** shall mean the payment made to Plaintiff in his capacity as a  
17 Class Representative, which sum is over and above his Individual Settlement Payment, and which  
18 is further provided in connection with his general release of all claims against Defendant as stated  
19 in Paragraph 64 below.

20          15.      **“Individual Settlement Payment”** will be the portion of the Net Settlement Amount  
21 payable to a Settlement Class Member.

22          16.      **“Net Settlement Amount”** shall have the meaning ascribed to it in Paragraph 42,  
23 below.

24          17.      **“Notice of Proposed Settlement”** or **“Notice”** means the Notice of Pendency of  
25 Class Action in substantially the form attached hereto as Exhibit A, and as approved by the Court.

26          18.      **“Operative Complaint”** shall mean the First Amended Class Action Complaint for  
27 (1) failure to pay minimum wages (Violations of Labor Code §§ 1182.12, 1194, 1194.2, 1197,  
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1 1197.1, and 1198); (2) failure to pay overtime wages (Violations of Labor Code §§ 204, 510, 558,  
2 1194 and 1198); (3) failure to provide meal periods or pay premiums in lieu thereof at the regular  
3 rate (Violation of Labor Code §§ 226.7, 512, 558 and 1198, and the applicable Wage Order); (4)  
4 failure to provide rest periods or pay premiums in lieu thereof at the regular rate (Violation of Labor  
5 Code §§ 226.7, 516, 558 and 1198, and the applicable Wage Order); (5) failure to timely pay wages  
6 during employment (Violation of Labor Code §§ 204, 204b and 210); (6) failure to furnish timely  
7 and accurate wage statements, and keep payroll records (Violation of Labor Code §§ 204, 226, 1174  
8 and 1174.5); (7) failure to timely pay wages upon termination of employment (Violation of Labor  
9 Code §§ 201, 202, 203, 218, 218.5 and 218.6); (8) failure to reimburse for business expenses  
10 (Violation of Labor Code §§ 2800 and 2802); (9) failure to provide paid sick leave or supplemental  
11 paid sick leave (Violation of Labor Code §§ 246, 248.1, 248.2, and 248.6); (10) violation of  
12 California's Unfair Competition Law based upon the alleged Labor Code violations (Violation of  
13 Business & Professions Code § 17200 *et seq.*); and (11) Violations of the California Private  
14 Attorneys General Act of 2004 (Labor Code §§ 558 and 2698, *et seq.*) predicated on the same or  
15 similar facts alleged in the Lawsuit and/or any PAGA letter sent to the LWDA by Plaintiff in or  
16 prior to the Lawsuit, as well as any predicated claims that could have been pled under the California  
17 Labor Code and California Industrial Welfare Commission Wage Orders.

18 19. "PAGA" shall mean the California Labor Code Private Attorneys General Act,  
19 Labor Code §§ 2698 *et seq.*

20 20. "PAGA Employee" or "Aggrieved Employee" shall mean all persons who are Class  
21 Members who were employed at any time during the PAGA Period and are represented by the  
22 Plaintiff and the LWDA.

23 21. "PAGA Payment" means the payment to the LWDA and the PAGA Employees in  
24 settlement of all claims for PAGA penalties.

25 22. "PAGA Employee Payments" means the payment issued to each PAGA Employee  
26 for his/her/their share of the PAGA Payment.

27 23. "PAGA Period" shall mean March 9, 2021, through the date the Court grants  
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1 Preliminary Approval of this Settlement or a sooner date per the procedure set forth in Paragraph  
2 71 below, at Defendant's option.

3 24. "Parties" shall refer to the Plaintiff and Defendant, each of whom is a "Party."

4 25. "Released Parties" collectively shall encompass Defendant and any of its past,  
5 present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates,  
6 including but not limited to Maravai LifeSciences Holdings, Inc. and Maravai Intermediate  
7 Holdings, LLC, as well as each of its past, present and future officers, directors, employees, partners,  
8 members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which  
9 could be jointly liable with Defendant.

10 26. "Settlement Administrator" shall mean Phoenix Settlement Administrators.

11 27. "Settlement Class Members" shall mean the individual Class Members who did not  
12 opt-out of the Settlement by submitting a valid request for exclusion as described in Paragraph 55.

### 13 RECITALS

14 28. In the Action, Plaintiff alleged causes of action for: (1) failure to pay minimum wages  
15 (Violations of Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198); (2) failure to pay  
16 overtime wages (Violations of Labor Code §§ 204, 510, 558, 1194 and 1198); (3) failure to provide  
17 meal periods or pay premiums in lieu thereof at the regular rate (Violation of Labor Code §§ 226.7,  
18 512, 558 and 1198, and the applicable Wage Order); (4) failure to provide rest periods or pay  
19 premiums in lieu thereof at the regular rate (Violation of Labor Code §§ 226.7, 516, 558 and 1198,  
20 and the applicable Wage Order); (5) failure to timely pay wages during employment (Violation of  
21 Labor Code §§ 204, 204b and 210); (6) failure to furnish timely and accurate wage statements, and  
22 keep payroll records (Violation of Labor Code §§ 204, 226, 1174 and 1174.5); (7) failure to timely  
23 pay wages upon termination of employment (Violation of Labor Code §§ 201, 202, 203, 218, 218.5  
24 and 218.6); (8) failure to reimburse for business expenses (Violation of Labor Code §§ 2800 and  
25 2802); (9) failure to provide paid sick leave or supplemental paid sick leave (Violation of Labor  
26 Code §§ 246, 248.1, 248.2, and 248.6); (10) violation of California's Unfair Competition Law based  
27 upon the alleged Labor Code violations (Violation of Business & Professions Code § 17200 *et seq.*);  
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1 and (11) Violation of the California Private Attorneys General Act of 2004 (Labor Code §§ 558 and  
2 2698, *et seq.*) predicated on the same or similar facts alleged in the Lawsuit and/or any PAGA letter  
3 sent to the LWDA by Plaintiff in or prior to the Lawsuit, as well as any predicated claims that could  
4 have been pled under the California Labor Code and California Industrial Welfare Commission  
5 Wage Orders.

6 29. After commencing the lawsuit, Plaintiff served discovery on Defendant. Following  
7 exchange and extensive review of relevant documents and class data, on February 14, 2023, the  
8 Parties engaged in a full-day mediation with experienced wage and hour class action mediator  
9 Francis J. (“Tripper”) Ortman III, Esq., which resulted in a settlement.

10 30. Defendant denies any liability or wrongdoing of any kind whatsoever associated with  
11 the claims in the Action, and further denies that, for any purpose other than settling this Action, this  
12 Action is appropriate for class action or representative treatment.

13 31. It is the Parties’ desire to fully, finally and forever settle, compromise and discharge  
14 all disputes and claims arising from or related to the allegations of this Action, as to each other.

15 32. It is the Parties’ intention that this Stipulation of Settlement shall constitute a full and  
16 complete settlement and release of all Class Released Claims and all PAGA Claims (as defined in  
17 Paragraphs 62 and 63 below) against all Released Parties.

18 33. It is the Parties’ intention that this Settlement shall not become effective until the  
19 Effective Date, as defined in Paragraph 38, below.

20 34. Class Counsel have conducted a thorough investigation into the facts of this Action,  
21 including an extensive review of relevant documents and data, and have diligently pursued an  
22 investigation of the Class Members’ claims against Defendant. Based on their own independent  
23 investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant is  
24 fair, reasonable and adequate and is in the best interest of the Class Members in light of all known  
25 facts and circumstances, including the risks of the class not being certified, and the defenses asserted  
26 by Defendant. Defendant and Defendant’s Counsel also agree that the Settlement is in the best  
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1 interests of the Class Members. Counsel for the Parties further agree that the Settlement is fair,  
2 reasonable and adequate with respect to civil penalties sought pursuant to PAGA.

3 35. The Parties agree to cooperate and take all steps necessary and appropriate to  
4 consummate this settlement in accordance with the terms of this Stipulation of Settlement.

### 5 **TERMS OF SETTLEMENT**

6 36. In consideration of the mutual covenants, promises and agreements set forth herein,  
7 the Parties agree, subject to the Court's approval, to the terms herein.

8 37. It is agreed by and between Plaintiff and Defendant to settle and resolve the Action,  
9 the Class Released Claims, the PAGA Claim and Claims by Class Representative (as set forth in  
10 Paragraphs 62-64 below), subject to the terms and conditions set forth in this Stipulation of  
11 Settlement and the Court's approval.

12 38. Effective Date: The Settlement embodied in this Stipulation of Settlement shall  
13 become effective when all of the following events have occurred ("Effective Date"): (i) this  
14 Stipulation of Settlement has been executed by Plaintiff and Defendant; (ii) the Court has given  
15 preliminary approval to the Settlement; (iii) the Notice has been sent to the Class Members,  
16 providing them the opportunity to object to the Settlement, and the opportunity to opt out of the  
17 Settlement; (iv) the Notice has been sent to the LWDA; (v) the Court has held a final fairness hearing  
18 and entered the Court's Final Order and Judgment; and (vi) the later of the following events: (A) if  
19 there are no objections, the date the Court grants Final Approval; (B) if one or more class members  
20 objects to the settlement, five (5) calendar days after the period for filing any appeal, writ or other  
21 appellate proceeding opposing the Final Approval has elapsed without any appeal, writ or other  
22 appellate proceeding having been filed (*i.e.*, sixty-five (65) days from the date the court grants final  
23 approval); or (C) if any appeal, writ, or other appellate proceeding opposing Final Approval has  
24 been filed, five (5) business days after any appeal, writ or other appellate proceeding opposing the  
25 Settlement has been dismissed finally and conclusively with no right to pursue further remedies or  
26 relief. If the Court declines to approve the Settlement, the entire Stipulation of Settlement is deemed  
27 void and unenforceable as if no settlement of any claim was ever reached. All negotiations,  
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1 statements and proceedings and data relating thereto shall be protected by California Evidence Code  
2 §1152 and shall be without prejudice to the rights of any of the Parties.

3 39. Gross Settlement Amount: To implement the terms of this Settlement, Defendant  
4 agrees to pay a maximum total payment of Four Hundred Thousand Dollars and Zero Cents  
5 (\$400,000.00), which includes payments to Settlement Class Members (excluding any appropriate  
6 and lawfully required employer-side payroll taxes owed by Defendant on such payments which  
7 Defendant shall be separately responsible for apart from the Gross Settlement Amount), Incentive  
8 Award to the Class Representative, the PAGA Payment, the Settlement Administrator's fees and  
9 costs, approved attorneys' fees and litigation costs, and any other payments provided by this  
10 Settlement. Except as otherwise specified herein, Defendant shall not be required to pay any  
11 additional monies beyond the amount of the Gross Settlement Amount plus the employer-side  
12 payroll taxes. Further, no portion of the Gross Settlement Amount shall revert to Defendant, and  
13 any amount of the Gross Settlement Amount not required to pay the above-referenced amounts shall  
14 be paid to the Settlement Class Members on a pro rata basis according to the formula contained  
15 herein.

16 40. Tax Treatment of the Gross Settlement Amount: The Parties agree that the Gross  
17 Settlement Amount will qualify as a settlement fund pursuant to the requirements of section  
18 468(B)(g) of the Internal Revenue Code of 1986, as amended, and section 1.468B-1. *et seq.* of the  
19 income tax regulations. Furthermore, the Settlement Administrator is hereby designated as the  
20 "Administrator" of the qualified settlement funds for purposes of section 1.46B-2(k) of the income  
21 tax regulations. As such, all taxes imposed on the gross income of the Gross Settlement Amount  
22 and any tax-related expenses arising from any income tax return or other reporting document that  
23 may be required by the Internal Revenue Service or any state or local taxing body will be paid from  
24 the Gross Settlement Amount, except the Defendant's share of the employer payroll taxes.

25 41. Funding of Settlement Amount: Within **fifteen (15) calendar days** after the  
26 Effective Date, Defendant shall transfer to the Settlement Administrator an amount equal to the  
27 Gross Settlement Amount plus the employer's share of payroll taxes. The delivery of the Gross  
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1 Settlement Amount and the employer's share of payroll taxes to the Settlement Administrator shall  
2 constitute full and complete discharge of the entire obligation of Defendant under this Settlement.  
3 Once Defendant has made such payments, Defendant will be deemed to have satisfied all terms and  
4 conditions under this Settlement, shall be entitled to all protections afforded to Defendant under this  
5 Settlement, and shall have no further obligations under the terms of the Settlement regardless of  
6 what occurs with respect to those sums.

7 42. Allocation of the Gross Settlement Amount: After the deduction of the amounts  
8 approved for the Incentive Award to the Class Representative, the PAGA Payment, the Settlement  
9 Administrator's costs, Class Counsel's fees and expenses from the Gross Settlement Amount, the  
10 remainder shall be referred to as the "Net Settlement Amount". Subject to Court approval and the  
11 conditions specified in this Agreement, and in consideration of the mutual covenants and promises  
12 set forth herein, the Parties agree the Gross Settlement Amount shall encompass the following: (1)  
13 Class Counsel's fees and expenses; (2) the Plaintiff's Incentive Award; (3) the Settlement  
14 Administrator's costs; (4) the PAGA Payment (including both the PAGA payment to the LWDA  
15 and the PAGA Settlement Checks to PAGA Employees); and (5) the Net Settlement Amount.

16 Settlement Class Members will receive a share of the Net Settlement Amount. The Parties  
17 agree that twenty percent (20%) of the Net Settlement Amount distributed to each Settlement Class  
18 Member will be considered wages, and will be reported as such to each Settlement Class Member  
19 on an IRS Form W-2. The Parties agree that eighty percent (80%) of the Net Settlement Amount  
20 distributed to each Settlement Class Member will be considered penalties and interest, , and will be  
21 reported as such to each Settlement Class Member on an IRS Form 1099 misc., if applicable. The  
22 foregoing tax allocation shall not apply to the Incentive Award paid to Plaintiff as the Plaintiff will  
23 receive a 1099 for the total sum of the Incentive Award. The Parties further agree that the PAGA  
24 payment distributed to each PAGA Member will be treated entirely as civil penalties, and will be  
25 reported as such to each PAGA Member on an IRS Form 1099 misc., if applicable.

26 a. The Net Settlement Amount shall be divided among the Settlement Class Members  
27 on a pro-rata basis, based upon the following:  
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1. Each Settlement Class Member's workweeks worked count, which shall be the sum of the total number of workweeks the Settlement Class Member worked during the Class Period;
  2. Divided by the combined sum of all Settlement Class Members' workweek count; and,
  3. Multiplied by the value of the Net Settlement Amount.
- b. The Parties agree that if any Settlement Class Member disputes the basis for determining their share of the Settlement, Defendant's records shall presumptively control unless the Settlement Class Member can produce documentation evidence of other workweeks worked during the relevant time period. The Parties further agree that any dispute that cannot be resolved by Class Counsel and Defendant's counsel may be brought before the Court before final approval of the Class Settlement.
- c. To the extent that amounts in Paragraphs 46 and 47 below are not approved by the Court, such amounts will be reallocated to the Net Settlement Amount unless allocated otherwise by agreement of the Parties, with approval of the Court.
- d. Within fourteen (14) calendar days of the transfer of the Gross Settlement Amount to the Settlement Administrator, and only upon the Effective Date being met, the Settlement Administrator shall issue to each Settlement Class Member his/her/their Individual Settlement Payment.
- e. A Class Member must cash his or her Individual Settlement Payment check within 180 calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Class Member at his or her correct address. If any Class Member's Individual Settlement Payment check is not cashed within 120 days of its initial issuance to the Class Member, the Settlement Administrator will send the Class Member a letter, dated 120 days from the initial mailing, informing him or her that, unless the check is cashed within 60 days of the date of this letter, it will expire

1 and become non-negotiable, and offer to replace the check if it was lost or misplaced  
2 but not cashed. If the check remains uncashed by the expiration of the 60-day period  
3 after this interim notice, the Settlement Administrator will keep an accounting of  
4 such funds, including the identification of the Class Member. The Settlement  
5 Administrator will then disburse said funds to the State of California State  
6 Controller's Office, in the Class Member's name to be held as unclaimed property  
7 for the Class Member. In such event, the Class Member will nevertheless remain  
8 bound by the Settlement and the releases contained herein.

9 43. PAGA Payment: Subject to the Court's Approval, up to a maximum of Forty  
10 Thousand Dollars and Zero Cents (\$40,000.00) shall be allocated as the PAGA Payment. Thirty  
11 Thousand Dollars and Zero Cents (\$30,000.00), representing 75% of the PAGA Payment, shall be  
12 paid to the LWDA. Ten Thousand Dollars and Zero Cents (\$10,000.00), representing 25% of the  
13 penalties paid pursuant to PAGA, shall be distributed to the PAGA Employees as PAGA Employee  
14 Payments. The PAGA Employees shall release their PAGA claims in their entirety and may not opt  
15 out of or object to the PAGA release. To arrive at the PAGA Employee Payments, the portion of  
16 the PAGA Payment allocated to the PAGA Employees shall be divided among the PAGA  
17 Employees on a pro-rata basis, based upon the following:

- 18 a. Each PAGA Employee's pay period count, which shall be the sum of the total  
19 number of pay periods the PAGA Employee worked during the PAGA Period;  
20 b. Divided by the combined sum of all PAGA Employees' pay period counts; and  
21 c. Multiplied by the value of the portion of the PAGA Payment allocated to the PAGA  
22 Employees.

23 44. Individual Settlement Payments Do Not Trigger Additional Benefits: All Individual  
24 Settlement Payments, PAGA Employee Payments, and the Incentive Award shall not be utilized to  
25 calculate any additional benefits under any benefit plans to which any Plaintiff, Settlement Class  
26 Members and/or PAGA Employee may be eligible including, but not limited to: retirement plans,  
27 profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, paid time off,  
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1 sick leave plans, PTO plans, pension plans, or any other benefit plan. It is the Parties' intention that  
2 this Agreement will not affect any rights, contributions, or amounts to which Plaintiff, Settlement  
3 Class Members and PAGA Employees may be entitled under any benefit plans.

4 45. Settlement Administrator: The Settlement Administrator shall be Phoenix Settlement  
5 Administrators (the "Settlement Administrator"). The Settlement Administrator will maintain  
6 acceptable electronic and physical security protocols to adequately protect and safeguard the private  
7 employee information it will have access to as a result of the claims process. The fees and expenses  
8 of the Settlement Administrator, which is currently estimated not to exceed approximately Nine  
9 Thousand Two Hundred Fifty Dollars and Zero Cents (\$9,250.00), shall be paid through the Gross  
10 Settlement Amount.

11 46. Attorneys' Fees and Attorneys' Costs: Subject to the Court's approval, Class Counsel  
12 shall seek attorneys' fees which shall not exceed thirty-five percent (33.33%) of the Gross  
13 Settlement Amount not to exceed One Hundred Thirty-Three Thousand Three Hundred Twenty  
14 Dollars and Zero Cents (\$133,320.00), and reimbursement of actual costs and expenses associated  
15 with Class Counsel's litigation and settlement of the Action, in an amount not to exceed Twenty-  
16 Seven Thousand Dollars and Zero Cents (\$27,500.00), subject to approval by the Court. Defendant  
17 will not object to Class Counsel's application for attorneys' fees and costs in these amounts. The  
18 amount set forth above will cover all work performed and all fees and costs incurred to date, and all  
19 work to be performed and all fees and costs to be incurred in the future in connection with the  
20 approval by the Court of this Stipulation of Settlement, and the administration of the Settlement.  
21 Should Class Counsel collectively request a lesser amount, or should the Court approve a lesser  
22 amount of attorneys' fees and/or attorneys' costs, the difference between the lesser amount and the  
23 maximum amount set forth above shall be added to the Net Settlement Amount. No Class Counsel  
24 shall be entitled to further fees or costs from Defendant if it or they elect to appeal any reduction in  
25 the requested fee or cost award. Any reduction by the Court of Class Counsel's claimed attorneys'  
26 fees and/or reasonable costs/expenses shall not be sufficient grounds to void the Settlement.  
27 Plaintiff and Defendant shall bear their own attorney's fees and costs, except as provided herein.

1           47.     Class Representative's Incentive Award: Subject to the Court's approval, the Class  
2 Representative will be paid an Incentive Award in an amount up to a maximum of Ten Thousand  
3 Dollars and Zero Cents (\$10,000.00) in recognition for his service as a Class Representative, which  
4 shall be paid from the Gross Settlement Amount. Defendant will not object to Class Counsel's  
5 application for Court approval of an Incentive Award to the Class Representative in the amount of  
6 Ten Thousand Dollars and Zero Cents (\$10,000.00). It is understood that the Incentive Award is in  
7 addition to any claimed Individual Settlement Payment or PAGA Employee Payment to which  
8 Plaintiff is entitled. The Incentive Award shall not be deemed wages and will be reported on an IRS  
9 Form 1099-MISC, if applicable.

10           48.     Tax Forms: The Settlement Administrator shall be responsible for issuing the  
11 payments and withholding all required state and federal taxes in accordance with this Stipulation of  
12 Settlement. The Settlement Administrator will issue IRS Forms 1099 with respect to the amounts  
13 paid as interest and penalties to the Settlement Class Members and PAGA Employees. The  
14 Settlement Administrator will also issue IRS Forms 1099 to: (1) Plaintiff for the Incentive Award;  
15 and (2) Class Counsel for the amount paid for approved fees and costs. The Settlement  
16 Administrator will be responsible for preparing these forms correctly. The Settlement Administrator  
17 shall also be responsible for submitting Defendant's share of payroll taxes to the appropriate  
18 government agencies on behalf of Defendant. Plaintiff and Class Counsel will be responsible for  
19 correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts  
20 received.

21           49.     Indemnification: Plaintiff and Class Counsel acknowledge and agree that they are  
22 and will be responsible for the payment of any and all Federal, State, and Local taxes or penalties  
23 associated with their respective allocated portions of the payments described herein, and agree to  
24 indemnify, defend, and hold the Released Parties harmless from any and all claims by any Federal,  
25 State, or Local taxing authority that Plaintiff or Class Counsel failed to pay or underpaid their or her  
26 or his share of taxes associated with the payments set forth in this Settlement. The Parties  
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1 acknowledge and agree that Class Counsel is not responsible for the payment of any Federal, State,  
2 and Local taxes or penalties associated with payments to Plaintiff and Class Members.

3 **NOTICE TO THE SETTLEMENT CLASSES**

4 50. Within twenty-one (21) calendar days of preliminary approval of this Settlement by  
5 the Court, Defendant shall provide to the Settlement Administrator a database containing the  
6 following information (“Class Member List”):

- 7 a. The full name, last known address, and full social security number of all Class  
8 Members; and  
9 b. The information necessary to determine the estimated settlement allocation to each  
10 Class Member, including: (i) The total number of workweeks worked by each Class  
11 Member within the Class Period; and (ii) The total number of pay periods worked by  
12 each PAGA Employee within the PAGA Period.

13 51. The Settlement Administrator (along with any of its agents) shall represent and  
14 warrant that it will: (1) provide reasonable and appropriate administrative, physical and technical  
15 safeguards, including a reasonable security protocol, for any personally identifiable information  
16 (“PII”), which it receives from Defendant’s Counsel and/or Class Counsel; (2) not disclose the PII  
17 to third parties, including agents or subcontractors, without Defendant’s consent; (3) not disclose or  
18 otherwise use the PII other than to carry out its duties as set forth herein; and (4) promptly provide  
19 Defendant with notice if PII is subject to unauthorized access, use, disclosure, modification, or  
20 destruction. The Settlement Administrator may provide notice to both Parties if the PII is subject  
21 to unauthorized access, use, disclosure, modification or destruction; however, all additional  
22 communications from the Settlement Administrator regarding the scope, circumstances, and  
23 substance shall be communicated solely to Defendant.

24 52. The Settlement Administrator shall send a Notice to each Class Member by first class  
25 mail within fourteen (14) calendar days of receipt of the Class Member List. Prior to mailing the  
26 Notice, the Settlement Administrator shall update the addresses of the Class Members by reference  
27 to the National Change of Address Database maintained by the United States Postal Service. If a  
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1 Notice is returned as non-deliverable but with a forwarding address, the Settlement Administrator  
2 shall resend the Notice to the forwarding address. If a Notice is returned as non-deliverable with no  
3 forwarding address, the Settlement Administrator shall conduct an advanced skip trace to locate the  
4 most current address of the person to whom the Notice was addressed, and shall resend the Notice  
5 to any updated address within five (5) calendar days. The Settlement Class shall have an additional  
6 fifteen (15) calendar days from the date of re-mailing to object, opt-out or dispute workweeks, or  
7 pay periods. Upon completion of these steps, the Parties shall be deemed to have satisfied their  
8 obligations to provide the Notice to the affected Class Members.

9 53. The Settlement Administrator shall provide to the Court, concurrently with  
10 Plaintiff's Motion for Final Approval, a declaration of due diligence and proof of mailing with  
11 regard to the mailing of the Notices.

12 54. The Settlement Administrator shall also be responsible for:

- 13 a. Mailing the Notice as directed by the Court;
- 14 b. Consulting with counsel for the Parties concerning any relevant issue, including  
15 (without limitation) the estimated amounts of approximate Individual Settlement  
16 Payments, PAGA Employee Payments, and the acceptance of any late or deficient  
17 disputes;
- 18 c. Keeping track of timely and proper requests for exclusion;
- 19 d. Calculation of the Individual Settlement Payments, PAGA Employee Payments, and  
20 the PAGA Payment to the LWDA;
- 21 e. Providing weekly status reports to counsel for the Parties, including: (a) the number  
22 of Notices mailed (including information regarding undeliverable and/or emailed  
23 Notices); (b) the number of disputes received (and sending copies of said disputes);  
24 (c) the number of objections received; and (d) the number of requests for exclusion  
25 received;
- 26 f. Notifying Counsel for Defendant of the wiring instructions to fund the Settlement  
27 Amount as approved by the Court;

- 1 g. Distributing and paying the Incentive Award, Individual Settlement Payments,  
2 PAGA Employee Payments, the PAGA Payment to the LWDA, and fees and costs  
3 awarded to Class Counsel;
- 4 h. Issuing tax forms and addressing employer and employee-side payroll taxes; and
- 5 i. Such other tasks as the Parties mutually agree or the Court orders the Settlement  
6 Administrator to perform, including responding to questions from Class Members.

7 **REQUESTS FOR EXCLUSION**

8 55. Each Class Member shall have forty-five (45) calendar days from the mailing of the  
9 Notice within which to complete and postmark a written request for exclusion, for return to the  
10 Settlement Administrator. The request need not be in any particular form and will be considered a  
11 valid request for exclusion so long as it communicates a clear desire by the Settlement Class Member  
12 not to be included in the Settlement and/or Settlement Class, and identifies his/her/their full name  
13 and date of birth, and current address along with his/her/their signature. No requests for exclusion  
14 shall be accepted if postmarked after the forty-five (45) calendar day period for the filing of  
15 exclusions. Class Members are responsible to maintain a photocopy of their request for exclusion,  
16 reflecting that it was submitted in a timely manner. Any disputes regarding the timeliness of a  
17 request for exclusion or whether a written communication constitutes a valid request that cannot be  
18 resolved between the Parties shall be determined by the Court, whose determination shall be final.

19 56. Any Class Member who validly excludes himself/herself/themselves from this  
20 Settlement shall not be bound by the Class Released Claims and shall not be entitled to any portion  
21 of the Net Settlement Amount.

22 57. If ten percent (10%) or more of the Class Members opt out of the Settlement by  
23 submitting valid and timely requests for exclusion, Defendant shall have the sole and absolute  
24 discretion to rescind/void the Settlement Agreement within fifteen (15) calendar days after receiving  
25 from the Settlement Administrator the final list of requests for exclusion. Defendant agrees to meet  
26 and confer in good faith with Class Counsel before rescinding or voiding the Settlement Agreement.  
27 In the event that Defendant elects to rescind/void the Settlement Agreement, Defendant shall  
28

1 provide written notice of such rescission to Class Counsel. Such rescission shall have the same effect  
2 as a termination of the Settlement Agreement for failure to satisfy a condition of settlement, and the  
3 Settlement Agreement shall become null and void and have no further force or effect. The Parties  
4 specifically agree not to solicit opt-outs, directly or indirectly, through any means. If Defendant  
5 terminates the Settlement Agreement, Defendant shall cover the costs of any third-party settlement  
6 administrator costs to such date, if any.

### 7 **OBJECTIONS TO THE SETTLEMENT**

8 58. Each Class Member shall have forty-five (45) calendar days from the mailing of the  
9 Notice, or such number of days as the Court shall specify, within which to postmark an objection,  
10 for return to the Settlement Administrator. Any Class Member, who does not affirmatively opt-out  
11 of the Settlement by submitting a valid and timely request for exclusion, may object to the approval  
12 of class action settlement (“Objecting Class Member”). Any Class Member who makes a timely  
13 request for exclusion has waived their right to object. The Objecting Class Member shall: (1) submit  
14 a written objection with the Settlement Administrator containing: (a) the full name and current  
15 address of the Objecting Class Member and (b) the specific reason(s) for the objection; and (2) also  
16 provide any and all evidence and supporting papers (including, without limitation, all briefs, written  
17 evidence, and declarations) to be considered by the Court. The Settlement Administrator shall  
18 provide copies of any all written objections from Objecting Class Members to the Parties, who in  
19 turn will submit the same to the Court. Any Objecting Class Member who wishes to appear at the  
20 Final Approval Hearing and be heard orally in support of, or in opposition to the class action  
21 settlement, must state so in the objection. Class Members shall have no right to object to the PAGA  
22 release or PAGA Payment.

23 59. Any Class Member who fails to timely submit an objection shall be foreclosed from  
24 making any objection to this Settlement or from filing an appeal of the Court’s Final Order and  
25 Judgment unless otherwise ordered by the Court.

1           60. Counsel for the Parties shall file any response to the objections submitted by  
2 Objecting Class Members, if any, at least seven (7) calendar days before the date of the Final  
3 Approval Hearing.

4           61. At no time shall any of the Parties or their counsel seek to solicit or otherwise  
5 encourage Class Members to submit written objections to the Settlement or to appeal from the  
6 Court's Final Order and Judgment. Class Counsel shall not represent any Class Members with  
7 respect to any such objections to this Settlement.

8       **RELEASE OF CLAIMS BY CLASS REPRESENTATIVE, SETTLEMENT CLASS**  
9                               **MEMBERS, AND PAGA EMPLOYEES**

10          62. The "Class Released Claims". Upon Final Approval by the Court and the funding of  
11 the Gross Settlement Amount in accordance with Paragraph 41, Plaintiff and the Class Members  
12 hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised,  
13 relinquished and discharged all claims pled in the Operative Complaint and which could have been  
14 alleged under state or federal law under the same or similar facts, allegations and/or claims pled in  
15 the Action or in any letter by Plaintiff to the LWDA, against the Released Parties (as defined above),  
16 for work performed during the Class Period, including the following:

- 17           a. The Claims set forth in the Operative Complaint, specifically: (1) failure to pay  
18 minimum wages (Violations of Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1,  
19 and 1198); (2) failure to pay overtime wages (Violations of Labor Code §§ 204, 510,  
20 558, 1194 and 1198); (3) failure to provide meal periods or pay premiums in lieu  
21 thereof at the regular rate (Violation of Labor Code §§ 226.7, 512, 558 and 1198, and  
22 the applicable Wage Order); (4) failure to provide rest periods or pay premiums in  
23 lieu thereof at the regular rate (Violation of Labor Code §§ 226.7, 516, 558 and 1198,  
24 and the applicable Wage Order); (5) failure to timely pay wages during employment  
25 (Violation of Labor Code §§ 204, 204b and 210); (6) failure to furnish timely and  
26 accurate wage statements, and keep payroll records (Violation of Labor Code §§ 204,  
27 226, 1174 and 1174.5); (7) failure to timely pay wages upon termination of  
28

1 employment (Violation of Labor Code §§ 201, 202, 203, 218, 218.5 and 218.6); (8)  
2 failure to reimburse for business expenses (Violation of Labor Code §§ 2800 and  
3 2802); (9) failure to provide paid sick leave or supplemental paid sick leave  
4 (Violation of Labor Code §§ 246, 248.1, 248.2, and 248.6); (10) violation of  
5 California's Unfair Competition Law based upon the alleged Labor Code violations  
6 (Violation of Business & Professions Code § 17200 *et seq.*); and (11) Violation of  
7 the California Private Attorneys General Act of 2004 (Labor Code §§ 558 and 2698,  
8 *et seq.*) predicated on the same or similar facts alleged in the Lawsuit and/or any  
9 PAGA letter sent to the LWDA by Plaintiff in or prior to the Lawsuit, as well as any  
10 predicated claims that could have been pled under the California Labor Code and  
11 California Industrial Welfare Commission Wage Orders.

12 b. Any claims for injunctive relief, declaratory relief, restitution, alleged or which could  
13 have been alleged under the facts, allegations and/or claims pleaded in the complaints  
14 filed as part of the Action;

15 c. Any and all other claims under California common law, the federal law, and the  
16 California Business and Professions Code alleged in or that could have been alleged  
17 under the same or similar facts, allegations and/or claims pleaded in the Operative  
18 Complaint and based on the alleged Labor Code violations.

19 d. The claims set forth in subparagraphs (a)-(c) hereinabove shall be collectively  
20 referred to as the "Released Claims."

21 63. Release of PAGA Claims. Upon Final Approval by the Court and the funding of the  
22 Gross Settlement Amount in accordance with Paragraph 41, the State of California, Plaintiff and the  
23 PAGA Employees hereby do and shall be deemed to have fully, finally, and forever released, settled,  
24 compromised, relinquished and discharged any and all of the Released Parties of and from any and  
25 all claims for violation of the California Private Attorneys General Act of 2004 (Labor Code § 2698,  
26 *et seq.*), ("PAGA claims") predicated on the facts and/or claims alleged in the Action and/or any  
27 PAGA letter sent to the LWDA by Plaintiff, as well as any claims that could have been pled under  
28

1 the California Labor Code and California Industrial Welfare Commission Wage Orders. To the  
2 extent the LWDA has released the PAGA claims in connection with this Agreement, no PAGA  
3 Employee may pursue these same PAGA claims released here in another action. The PAGA  
4 Employees are collaterally estopped from pursuing the PAGA claims released and compromised by  
5 the LWDA. The PAGA Employees will be issued a check for their share of the PAGA Payment  
6 and will not have the opportunity to opt out of, or object to, the PAGA Payment and release of the  
7 PAGA Claims set forth in this Paragraph. The PAGA Employees are bound by the release of the  
8 PAGA Claims regardless of whether they cash or deposit their PAGA Employee Payment or opt out  
9 of being a Settlement Class Member in accordance with Paragraph 55.

10         64.     Release of Claims by Class Representative. Upon Final Approval by the Court and  
11 the funding of Gross Settlement Amount in accordance with Paragraph 41, and as a condition of  
12 receiving any portion of his Incentive Award, the Class Representative, for himself only, agrees to  
13 the additional following General Release: in consideration of Defendant's promises and agreements  
14 as set forth herein, the Class Representative hereby fully releases the Released Parties from any and  
15 all Class Released Claims and also generally releases and discharges the Released Parties from any  
16 and all any claims for wages, bonuses, severance pay, vacation pay, penalties, employment benefits,  
17 stock options, violation of any personnel policy, any and all claims arising from his employment or  
18 as a result of his termination from employment including claims based on discrimination,  
19 harassment, unlawful retaliation, violation of public policy, or damages of any kind whatsoever,  
20 arising out of any common law torts, contracts, express or implied, any covenant of good faith and  
21 fair dealing, any theory of wrongful discharge, any theory of negligence, any theory of retaliation,  
22 any legal restriction on any Defendant's right to terminate the employment relationship, or any  
23 federal, state, or other governmental statute, executive order, regulation or ordinance, or common  
24 law, or any other basis whatsoever, to the fullest extent provided by law. Class Representative shall  
25 be deemed to have, and by operation of the Final Order and Judgment shall have, expressly waived  
26 and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of Section  
27 1542 of the California Civil Code, or any other similar provision under federal or state law that  
28

1 purports to limit the scope of a general release. Class Representative, for himself, has read Section  
2 1542 of the Civil Code of the State of California, which provides as follows:

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

9 The Class Representative understands that Section 1542 gives the right not to release existing claims  
10 of which he is not now aware, unless the Class Representative voluntarily chooses to waive this  
11 right. Having been so apprised, the Class Representative nevertheless voluntarily waives the rights  
12 described in Section 1542, and elect to assume all risks for claims that now exist in his favor, known  
13 or unknown. The release of the claims of the Class Representative as set forth in this Paragraph is  
14 a condition precedent to enforcement of this Stipulation of Settlement.

15 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL/CLASS**  
16 **CERTIFICATION**

17 65. For settlement purposes only, the Parties agree that the Class Members as defined in  
18 Paragraph 4 herein, and which will run through the date of preliminary approval, or a sooner date  
19 per the procedure set forth in Paragraph 71 below, at Defendant's option, may be certified in the  
20 Action. The Parties are not certifying any PAGA claims. In support of this Agreement, Plaintiff  
21 will request that the Court certify for settlement purposes only the Class as to all non-PAGA claims  
22 that have been asserted, which Defendant shall not oppose or object to.

23 66. For settlement purposes only, the Parties agree that the PAGA Period shall run from  
24 the period defined in Paragraph 23 herein and set forth in Paragraph 71 below.

25 67. Class Counsel shall promptly submit this Stipulation of Settlement to the Court in  
26 support of Plaintiff's Motion for Preliminary Approval and for determination by the Court as to  
27 whether the proposed Settlement is within the range of possible judicial approval. Promptly upon  
28 execution of this Stipulation of Settlement, Class Counsel shall apply to the Court for the entry of  
an order substantially in the following form:

- a. Scheduling of the Final Approval Hearing on the question of whether the proposed Settlement, including payment of attorneys' fees and costs and the Incentive Award should be finally approved as fair, reasonable and adequate as to the Settlement Class Members and for approval of the PAGA Settlement;
- b. Certifying the Settlement Class;
- c. Approving the Class Notice attached hereto as **Exhibit A**;
- d. Directing the mailing of the Notice by first class mail to the Class Members and PAGA Employees; and
- e. Preliminarily approving the Settlement subject only to the objections of the Class Members and final review by the Court.

68. The Parties will work cooperatively to mutually agree upon the form and content of the Notice, as well as the Proposed Order Granting Preliminary Approval. Class Counsel shall provide Defendant's counsel with a draft of the Preliminary Approval papers for review at least seven (7) days prior to filing.

69. The Class Representative and Class Counsel will not make any public disclosure of the Settlement until after the filing of the motion for preliminary approval of the Settlement. The Class Representative and each Class Counsel represent that they have not made any such disclosure. The Class Representative and Class Counsel shall not encourage any Class Members to opt-out. Class Counsel will take all steps necessary to ensure that the Class Representative is aware of, and will encourage Class Representative to adhere to, the restriction against any public disclosure of the Settlement until after the Settlement is preliminarily approved by the Court. Thereafter, Class Counsel and the Class Representative agree not to publicize the terms of this Settlement with the media, including but not limited to, any newspaper, journal, magazine, website and/or online reporter of settlements, or publicize the fact or the terms of this Settlement on any website. This provision is not intended to prohibit Class Counsel or Plaintiff's communications with putative class members about their respective rights under the settlement.

#### **DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

70. Following final approval by the Court of the Settlement provided for in this Stipulation of Settlement, Class Counsel shall submit a proposed Final Order and Judgment in approximately the following form and with input from Defendant's Counsel: Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions including the approval of Class Counsel's application for an award of attorneys' fees and costs and the Incentive Award to the Class Representative. The Parties will work cooperatively to mutually agree upon the form and content of the Proposed Order Granting Final Approval of the Class Settlement and Approval of the PAGA Settlement and Judgment.

## ESCALATOR CLAUSE

71. Defendant estimates that the calculated number of workweeks from May 23, 2018 through the date of April 15, 2023 is approximately 24,838 workweeks. Any finding of workweeks during the time frame from May 23, 2018 through Preliminary Approval that exceeds the workweek count by more than 10% (for a total of 27,322 workweeks) at the option of Defendant, Defendant shall either increase the Gross Settlement Amount or elect to move the end date for the Settlement Class Period to the latest date before the Preliminary Approval that does not exceed 27,322. In the event Defendant elects to extend the Class Period to a date wherein the total workweeks is more than 27,322, the Gross Settlement Amount will be increased by determining the workweek value calculated based on 27,322 workweeks divided by the Gross Settlement Amount multiplied by the additional number of workweeks. For example, if the total number of workweeks by the end of the Class Period is 27,522 and the workweek value is \$10 per workweek, Defendant would have to increase the Gross Settlement Amount by \$2,000 ( $27,522 - 27,322 = 200 \times \$10$ ).

### **VOIDING OF AGREEMENT IF SETTLEMENT NOT FINALIZED**

72. Subject to the obligations of mutual full cooperation set forth herein, either Plaintiff or Defendant may terminate this Settlement if after submitting the settlement for approval to the Court, the Court declines to enter the final approval order, or judgment in substantially the form submitted by the Parties, or if the Stipulation of Settlement as agreed does not become final because

1 of appellate court action. The terminating Party shall give to the other Party (through counsel)  
2 written notice of its decision to terminate no later than fourteen (14) calendar days after receiving  
3 notice that one of the enumerated events has occurred. Termination shall have the following effects:

4 (a) The Stipulation of Settlement shall be terminated and shall have no force or effect,  
5 and no Party shall be bound by any of its terms.

6 (b) In the event the Settlement Agreement is terminated, Defendant shall have no  
7 obligation to make any payments to any party, Settlement Class Member, PAGA  
8 Employee or Class Counsel. If there are fees incurred by the Settlement  
9 Administrator and the Settlement is terminated by Defendant, Defendant shall solely  
10 be responsible for any costs and fees incurred by the Settlement Administrator.

11 (c) The preliminary approval order, final approval order and judgment shall be vacated.

12 (d) The Stipulation of Settlement and all negotiations, statements and proceedings  
13 relating thereto shall be without prejudice to the rights of any of the Parties, all of  
14 whom shall be restored to their respective positions prior to the Settlement.

15 (e) Except as otherwise discoverable, neither this Stipulation of Settlement nor any  
16 ancillary documents, actions, statements or filings in furtherance of settlement  
17 (including all matters associated with the mediation) shall be admissible or offered  
18 into evidence in the Action or any other action for any purpose whatsoever.

### 19 **PARTIES' AUTHORITY**

20 73. The signatories hereto hereby represent that they are fully authorized to enter into  
21 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

### 22 **MUTUAL FULL COOPERATION**

23 74. The Parties agree to fully cooperate with each other to accomplish the terms of this  
24 Stipulation of Settlement, including, but not limited to, execution of such documents and taking of  
25 such action as reasonably may be necessary to implement the terms of this Stipulation of Settlement.  
26 The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts  
27 contemplated by this Stipulation of Settlement and any other efforts that may become necessary by  
28

1 order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth  
2 herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall  
3 take all necessary steps to secure the Court's final approval of this Stipulation of Settlement.

4 75. The Parties and their respective counsel agree that they will not attempt to encourage  
5 or discourage Class Members from filing requests for exclusion.

#### 6 **NO PRIOR ASSIGNMENTS**

7 76. The Parties and their respective counsel represent, covenant and warrant that they  
8 have not, directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or  
9 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action  
10 or right herein released and discharged except as set forth herein.

#### 11 **NO ADMISSION**

12 77. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is  
13 to be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the  
14 part of Defendant or the Released Parties. Each of the Parties hereto has entered into this Stipulation  
15 of Settlement solely with the intention to avoid further disputes and litigation with the attendant  
16 inconvenience and expenses.

#### 17 **BREACH AND ENFORCEMENT ACTIONS**

18 78. The Parties will jointly request that the Court retain jurisdiction pursuant to  
19 California Code of Civil Procedure § 664.6 to oversee and enforce the terms of this Settlement. In  
20 the event of a breach of this Settlement, the non-breaching Party shall provide notice to the breaching  
21 party and request that the breaching party cure any alleged breach. If the breach is not cured within  
22 thirty (30) days of said notice, the non-breaching party may pursue legal action or other proceeding  
23 against any other breaching party or parties to enforce the provisions of this Stipulation of Settlement  
24 or to declare rights or obligations under this Stipulation of Settlement. In the event of such  
25 enforcement actions, the successful party or parties shall be entitled to recover from the unsuccessful  
26 party or parties reasonable attorneys' fees and costs, including expert witness fees incurred in  
27 connection with any enforcement actions. All such disputes shall be resolved by the Court.

1 **NOTICES**

2 79. Unless otherwise specifically provided herein, all notices, demands or other  
3 communications given hereunder shall be in writing and shall be deemed to have been duly given  
4 as of the third business day after mailing both electronically and by United States registered or  
5 certified mail, return receipt requested, and addressed as follows:

6 **To Plaintiff, the Settlement Class and Class Counsel:**

7 Lauren N. Vega  
8 Nicholas J. Ferraro  
9 Ferraro Vega Employment Lawyers, Inc.  
3160 Camino del Rio South, Suite 308  
San Diego, California 92108  
T: (619) 693-7727 / F: (619) 350-6855  
10 lauren@ferrarovega.com  
11 nick@ferrarovega.com

12  
13 **To Defendant and Defendant's Counsel:**

14 Luis E. Lorenzana  
15 Brittany L. McCarthy  
LITTLER MENDELSON, P.C.  
501 W. Broadway, Suite 900  
San Diego, CA 92101  
16 T: (619) 232-0441 / F : (619) 232-4302  
17 llorenzana@littler.com  
18 blmmccarthy@littler.com

19 **CONSTRUCTION**

20 80. The Parties hereto agree that the terms and conditions of this Stipulation of  
21 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and this  
22 Stipulation of Settlement shall not be construed in favor of or against any party by reason of the  
23 extent to which any Party or their counsel participated in the drafting of this Stipulation of  
24 Settlement.

25 **CAPTIONS AND INTERPRETATIONS**

26 81. Paragraph titles or captions contained herein are inserted as a matter of convenience  
27 and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of  
28

1 Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not  
2 merely a recital.

3 **MODIFICATION**

4 82. This Stipulation of Settlement may not be changed, altered or modified, except in  
5 writing and signed by the Parties hereto. Material changes, alterations, or modifications must be  
6 approved by the Court. This Stipulation of Settlement may not be discharged except by performance  
7 in accordance with its terms or by a writing signed by the Parties hereto.

8 **INTEGRATION CLAUSE**

9 83. This Stipulation of Settlement, and the Exhibits attached hereto and incorporated  
10 herein by reference, contain the entire agreement between the Parties relating to the settlement and  
11 transaction contemplated hereby, and all prior or contemporaneous agreements, understandings,  
12 representations and statements, whether oral or written and whether by a Party or such Party's legal  
13 counsel, are merged herein. No rights hereunder may be waived except in writing.

14 **BINDING ON ASSIGNS**

15 84. This Stipulation of Settlement shall be binding upon and inure to the benefit of the  
16 Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

17 **COUNTERPARTS**

18 85. This Stipulation of Settlement may be executed in counterparts and by  
19 facsimile signatures, and when each party has signed and delivered at least one such  
20 counterpart, each counterpart shall be deemed an original and, when taken together with  
21 other signed counterparts, shall constitute one Stipulation of Settlement binding upon and  
22 effective as to all Parties.

23 IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint  
24 Stipulation of Settlement and Release between Plaintiff and Defendant as of the date(s) set forth  
25 below:

26  
27 Dated: Mar 10, 2023, 2023

*David Nguyen*

\_\_\_\_\_  
David Nguyen  
Plaintiff and Class Representative

1 Dated: \_\_\_\_\_, 2023

2 Kurt Oreshack, on behalf of  
3 Defendant TriLink BioTechnologies, LLC

4 **APPROVED AS TO FORM AND CONTENT:**

5 DATED: Mar. 10, 2023

FERRARO VEGA EMPLOYMENT LAWYERS, INC.

6  
7 BY: Nicholas J. Ferraro  
8 Nicholas Ferraro, Esq.  
Lauren Vega, Esq.

9 Attorneys for Plaintiff

10 DATED: \_\_\_\_\_, 2023

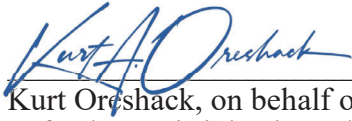
LITTLER MENDELSON, P.C.

11  
12 BY: \_\_\_\_\_  
13 Luis E. Lorenzana, Esq.  
Brittany L. McCarthy, Esq

14  
15 Attorneys for Defendant

16 The filing party has obtained the authorization and approval of all signatories.

1 Dated: March 9, 2023

  
Kurt Oreshack, on behalf of  
Defendant TriLink BioTechnologies, LLC

2  
3  
4 **APPROVED AS TO FORM AND CONTENT:**

5 DATED: \_\_\_\_\_, 2023

FERRARO VEGA EMPLOYMENT LAWYERS, INC.

6  
7 BY: \_\_\_\_\_

Nicholas Ferraro, Esq.  
Lauren Vega, Esq.

8  
9 Attorneys for Plaintiff

10 DATED: March 10 2023

LITTLER MENDELSON, P.C.

11  
12 BY:  \_\_\_\_\_

Luis E. Lorenzana, Esq.  
Brittany L. McCarthy, Esq

13  
14  
15 Attorneys for Defendant

16 The filing party has obtained the authorization and approval of all signatories.

# **Exhibit A**

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION  
AND HEARING DATE FOR FINAL COURT APPROVAL**

*David Nguyen v. TriLink BioTechnologies, LLC,  
San Diego County Superior Court Case No. 37-2022-00019578-CU-OE-CTL*

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

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing and Receive a Payment</b>                             | <p>To receive a cash payment from the Settlement, you do <b>not</b> have to do anything.</p> <p><b>Your estimated Individual Settlement Payment is: \$&lt;&lt;__&gt;&gt;. See the explanation in Sections 5 below.</b></p> <p>After final approval by the Court, the payment will be mailed to you at the same address as this Class Notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.</p> |
| <b>Exclude Yourself</b>                                             | <p>To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. <b>If you request exclusion, you will not receive your estimated Individual Settlement Payment from the Settlement, but you will receive your PAGA Employee Payment.</b> .</p> <p>Instructions regarding excluding yourself are set forth in Section 7 below.</p>                                                                                                                                                                                        |
| <b>Object</b>                                                       | <p>To object, you must send a written objection to the Settlement Administrator indicating why you do not agree with the settlement or you may appear in-person at the Final Approval Hearing to make an oral objection.</p> <p>Directions are provided in Section 8 below.</p>                                                                                                                                                                                                                                                                                                   |

**1. Why Did I Get this Notice?**

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of San Diego (the “Court”) has been reached between Plaintiff David Nguyen (“Plaintiff”) and Defendant TriLink BioTechnologies, LLC (“Defendant”) and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All current and former non-exempt, hourly paid employees of Defendant who were employed in California at any time from May 23, 2018 to [DATE OF PRELIMINARY APPROVAL Or A SOONER DATE PER THE PROCEDURE

SET FORTH IN PARAGRAPH 73 OF THE SETTLEMENT AGREEMENT, AT DEFENDANT’S OPTION].

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement. The Settlement will resolve all Class Members’ Class Released Claims, as described below, from May 23, 2018 to [DATE OF PRELIMINARY APPROVAL Or A SOONER DATE PER THE PROCEDURE SET FORTH IN PARAGRAPH 73 OF THE SETTLEMENT AGREEMENT, AT DEFENDANT’S OPTION] (the “Class Period”). The Court will hold a Final Approval Hearing concerning the proposed settlement on [DATE OF FINAL APPROVAL HEARING] at [TIME] a.m. before Department C-72 of the Superior Court of California, for the County of San Diego, Hall of Justice, SIXTH FLOOR, 330 W Broadway, San Diego, CA 92101.

**A. How Will I Know If The Court Changes The Date Or Location Of The Final Approval Hearing?**

If the Court changes the date of the Final Approval hearing, you will not receive notice of the change. It is strongly suggested that, prior to the Final Approval hearing, you: (1) contact the Settlement Administrator to find out if the Final Approval hearing is still scheduled for [DATE] at [TIME] a.m. in Department C-72; (2) contact Class Counsel; or (3) check the Court’s docket for this Class Action to see if the hearing is still scheduled on [DATE] at [TIME] a.m. in Department C-72.

To check the Court’s docket, go to the Court’s Register of Actions link below:

<https://roa.sdcourt.ca.gov/roa/>

Click on “Accept Terms,” then respond to the security question. Once through the security question, you will be prompted to type in the Case Number (37-2022-00019578) by inputting the Court number 37, the Year 2022, and the Case Number 00019578, and click on “Search.” The docket, also known as the Register of Actions (ROA), will appear. Scroll down to “Future Events.” The date, time, and location of the Final Approval hearing will be listed. This process is free.

**B. I Want To Attend The Hearing. What Are The Court’s COVID-19 Procedures?**

If you wish to attend the Final Approval hearing, please check the Court’s website (<https://www.sdcourt.ca.gov/sdcourt/civil2/civilvirtualhearings>) for the Court’s procedures for attendance at hearings in-person or remotely. To appear remotely to this Final Approval Hearing, scroll down to C-72 and click on C-72 Video Hearings to appear remotely via Microsoft Teams. You may also call in at +1 619-614-4567 United States, San Diego (Toll); Conference ID: 409 024 251#.

**C. If I Do Not Go To The Final Approval Hearing, How Will I Know If The Court Granted Final Approval Of The Settlement And Entered Final Judgment?**

You may contact the Settlement Administrator or Class Counsel to find out if the Court granted Final Approval and entered Final Judgment. If you wish to obtain a copy of the Final Judgment, it will be posted on the Settlement Administrator’s website at [REDACTED] and is also available on the Court’s docket (see above for instructions on how to access).

## 2. What is this class action lawsuit about?

On May 23, 2022, Plaintiff filed a Complaint in the Superior Court of the State of California, County of San Diego (the “Complaint”), which alleges the following claims against Defendant: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay premiums in lieu thereof at the regular rate; (4) failure to provide rest periods or pay premiums in lieu thereof at the regular rate; (5) failure to timely pay wages during employment; (6) failure to furnish timely and accurate wage statements, and keep payroll records; (7) failure to timely pay wages upon termination of employment; (8) failure to reimburse for business expenses; (9) failure to provide paid sick leave or supplemental paid sick leave; (10) violation of California’s Unfair Competition Law based upon the alleged Labor Code violations; and (11) Violations of the California Private Attorneys General Act of 2004 (PAGA) (“Operative Complaint” or “Action”).

Defendant denies and disputes all such claims. Specifically, Defendant contends Plaintiff and the Class Members were properly compensated for wages under California law, including required minimum wages and overtime compensation; Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; Defendant did not fail to pay to Plaintiff or any Class Members any wages allegedly due at the time of their termination; Defendant complied with California wage statement and payroll records requirements; Defendant reimbursed all class members for business expenses; Defendant properly paid and provided sick leave and supplemental sick leave; Defendant is not liable for any of the penalties claimed or that could be claimed in the Action; and this Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on [INSERT PRELIMINARY APPROVAL DATE]. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the lawyers at Ferraro Vega Employment Lawyers, Inc. to serve as Class Counsel.

Neither the Court nor any other fact finder has decided whether the claims brought by the Class Representative or Defendant’s defenses to those claims, are meritorious. By approving the Settlement and issuing this Class Notice, the Court is not suggesting which side would win or lose this case if it went to trial. Rather, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and any final determination of those issues will be made at the Final Approval Hearing. Defendant reserves the right, if for any reason the Settlement is not approved, to contest any factual or legal allegations in the Action including whether this Action should proceed as a class action.

## 3. What are the terms of the Settlement?

**Gross Settlement Amount.** Defendant has agreed to pay an “all in” maximum amount of \$400,000 (the “Gross Settlement Amount”) to fund the settlement of this Action. The Gross Settlement Amount includes all Individual Settlement Payments to Class Members contemplated by the Settlement, the Settlement Administration Costs, the Class Representative Incentive Award, Class Counsels’ attorney’s fees and costs, and the PAGA Payment for civil penalties, 75% of which will be allocated to the LWDA and 25% of which will be distributed as PAGA Employee Payments to all current and former California non-exempt, hourly employees of Defendant from March 9, 2021 through the date of preliminary approval of the settlement or a sooner date per the procedure set forth in paragraph 71 of the settlement agreement, at Defendant’s option, including those who submit a valid and timely Request for Exclusion but are nevertheless bound by the

release of PAGA claims (“PAGA Employees”). Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be separately paid by Defendant.

**Funding of the Settlement.** Within fifteen (15) calendar days after the Effective Date, Defendant will transfer the Gross Settlement Amount to the Settlement Administrator. The “Effective Date” means the date on which all of the following events have occurred (“Effective Date”): (i) this Stipulation of Settlement has been executed by Plaintiff, Defendant, Class Counsel and Defendant’s Counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has been sent to the Class Members, providing them the opportunity to object to the Settlement, and the opportunity to opt out of the Settlement; (iv) the Notice has been sent to the LWDA; (v) the Court has held a formal fairness hearing and entered the Court’s Final Order and Judgment; and (vi) the later of the following events: (A) if there are no objections, the the date the Court grants Final Approval; (B) if one or more class members objects to the settlement, five (5) calendar days after the period for filing any appeal, writ or other appellate proceeding opposing the Final Approval has elapsed without any appeal, writ or other appellate proceeding having been filed (*i.e.*, sixty-five (65) days from the date the court grants final approval); or (C) if any appeal, writ, or other appellate proceeding opposing Final Approval has been filed, five (5) business days after any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief.

**Disbursement of Settlement.** Within fourteen (14) calendar days of the transfer of the Gross Settlement Amount to the Settlement Administrator, and upon the Effective Date being met, the Settlement Administrator will disburse: (1) the Individual Settlement Payments to be paid from the Net Settlement Amount to be paid to Settlement Class Members; (2) the Attorney Fee Award and Cost Award to Class Counsel for attorneys’ fees and costs, as approved by the Court; (3) the Class Representative Incentive Award paid to the Class Representative, as approved by the Court; (4) Administrative Costs, as approved by the Court; and (5) the PAGA Payment to the LWDA and PAGA Employees, as approved by the Court.

**Amounts to be Paid from the Gross Settlement Amount.** The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Settlement Shares are made to Class Members who do not request exclusion (“Settlement Class Members”):

- **Settlement Administration Expenses.** Payment to the Settlement Administrator, estimated not to exceed [REDACTED], for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Settlement Shares and tax forms, and handling inquiries and uncashed checks.
- **Class Counsels’ attorney’s fees and costs.** Payment to Class Counsel of reasonable attorneys’ fees and costs not to exceed thirty-five percent (35%) of the Gross Settlement Amount, which is presently \$133,320.00 and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$27,500. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- **Class Representative Incentive Award.** Class Representative Incentive Award in an amount not to exceed \$10,000 to the Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.

- **PAGA Payment.** A payment of \$40,000 relating to the claim for penalties under the Private Attorney Generals Act (“PAGA”), \$30,000 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA Payment”). The remaining \$10,000 will be distributed as PAGA Employee Payments to PAGA Employees.

**Calculation of Individual Settlement Payments to Class Members.** After all of the payments of the court-approved Class Counsels’ attorney’s fees and costs, the Class Representative Incentive Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion is called the “Net Settlement Amount” and shall be distributed as Individual Settlement Payments to the Settlement Class Members. The Settlement Administrator will calculate the Individual Settlement Payments from the Net Settlement Amount to each Settlement Class Member. The Individual Settlement Payment for each Settlement Class Member will be calculated based upon the following: (a) each Settlement Class Member’s workweeks worked count, which shall be the sum of the total number of workweeks the Settlement Class Member worked during the Class Period; (b) divided by the combined sum of all Settlement Class Members’ workweeks worked count; and (c) multiplied by the value of the Net Gross Settlement Amount.

**If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment.** If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

**Tax Matters.** Twenty percent (20%) of each Settlement Class Member’s Individual Settlement Payment is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. The remainder of each Settlement Class Member’s Individual Settlement Payment is in settlement of claims for penalties and interest penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion and the PAGA Employee Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Settlement Class Members. Neither Class Counsel nor Defendant’s Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each Settlement Class Member are unique to him/her, and each Settlement Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

**Conditions of Settlement.** This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering the Judgment.

#### **4. What Do I Release Under the Settlement?**

**Class Released Claims.** As of the date Defendant fully funds the Gross Settlement Amount, all Settlement Class Members will fully and finally release Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, including but not limited to Maravai LifeSciences Holdings, Inc. and Maravai Intermediate Holdings, LLC, as well as each of its past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant (collectively, the “Released Parties”) from all claims pleaded in the Operative Complaint and which could have been alleged under state or federal law under the same or similar facts, allegations and/or claims pleaded in the Action for work performed through

the date of preliminary approval or a sooner date per the procedure set forth in paragraph 73 of the settlement agreement, at Defendant's option, including:

- Claims set forth in the Action, specifically, (1) failure to pay minimum wages (Violations of Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198); (2) failure to pay overtime wages (Violations of Labor Code §§ 204, 510, 558, 1194 and 1198); (3) failure to provide meal periods or pay premiums in lieu thereof at the regular rate (Violation of Labor Code §§ 226.7, 512, 558 and 1198, and the applicable Wage Order); (4) failure to provide rest periods or pay premiums in lieu thereof at the regular rate (Violation of Labor Code §§ 226.7, 516, 558 and 1198, and the applicable Wage Order); (5) failure to timely pay wages during employment (Violation of Labor Code §§ 204, 204b and 210); (6) failure to furnish timely and accurate wage statements, and keep payroll records (Violation of Labor Code §§ 204, 226, 1174 and 1174.5); (7) failure to timely pay wages upon termination of employment (Violation of Labor Code §§ 201, 202, 203, 218, 218.5 and 218.6); (8) failure to reimburse for business expenses (Violation of Labor Code §§ 2800 and 2802); (9) failure to provide paid sick leave or supplemental paid sick leave (Violation of Labor Code §§ 246, 248.1, 248.2, and 248.6); (10) violation of California's Unfair Competition Law based upon the alleged Labor Code violations (Violation of Business & Professions Code § 17200 *et seq.*); and (11) Violation of the California Private Attorneys General Act of 2004 (Labor Code §§ 558 and 2698, *et seq.*) predicated on the same or similar facts alleged in the Lawsuit and/or any PAGA letter sent to the LWDA by Plaintiff in or prior to the Lawsuit, as well as any predicated claims that could have been pled under the California Labor Code and California Industrial Welfare Commission Wage Orders that were alleged or which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action;
- Any claims for injunctive relief, declaratory relief, restitution, alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the complaints filed as part of the Action;
- Any and all other claims under California common law, the federal law, and the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Operative Complaint and based on the alleged Labor Code violations.

This means that, if you do not timely exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

**PAGA Released Claims.** Upon Defendant's funding of the Gross Settlement Amount, Plaintiff and all PAGA Employees release the Released Parties all claims for violation of the California Labor Code Private Attorney General Act of 2004 (Labor Code section 2698 *et seq.*) that were alleged in the PAGA Notice and Operative Complaint in the Action from March 9, 2021 through the [DATE OF PRELIMINARY APPROVAL Or A SOONER DATE PER THE PROCEDURE SET FORTH IN PARAGRAPH 71 OF THE SETTLEMENT AGREEMENT, AT DEFENDANT'S OPTION] ("PAGA Period").

In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), PAGA Employees employed by Defendant on or

after March 9, 2021, who exclude themselves from the Class shall still receive a PAGA Employee Payment directly from the Settlement Administrator for the amount of each such individual's estimated share of the PAGA Settlement Amount as calculated by the Settlement Administrator. PAGA Employees will not have the opportunity to opt out of, or object to, the PAGA Released Claims. Further, the PAGA Employees are bound by the PAGA Released Claims regardless of whether they cash and/or otherwise negotiate their PAGA Employee Payment.

#### 5. How much will my payment be?

According to Defendant's records, the number of qualifying workweeks worked by you during the Class Period is <<\_\_\_\_\_>> and the number of qualifying pay periods worked by you during the PAGA Period is <<\_\_\_\_\_>>.

Based on this information, your estimated Individual Settlement Payment is <<\_\_\_\_\_>> and your PAGA Employee Payment is <<\_\_\_\_\_>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than [INSERT DATE FORTY-FIVE (45) DAYS AFTER THE MAILING OF THE CLASS NOTICE]. If your Notice was returned as undeliverable and you are sent a re-mailed Settlement Notice, you are given an extension of fifteen (15) calendar days from the original 45-day Response Deadline to postmark your challenge.

#### 6. How can I get a payment?

To get money from the settlement, you do not have to do anything. Checks for your Individual Settlement Payments will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: \_\_\_\_\_, who may be contacted at [phone] \_\_\_\_\_, [email] \_\_\_\_\_, or at [address] \_\_\_\_\_.

The Court will hold a Final Approval Hearing on \_\_\_\_\_, 2023 at \_\_\_\_\_ to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately three months after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

#### 7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Settlement Payment from the Settlement**, and you will not release the Class Released Claims. Because you cannot opt out of any PAGA settlement, if you opt out you will still be releasing any PAGA Released Claims that may apply to you as part of the Settlement. **If you wish to object to the Settlement, you cannot opt out of the Settlement.**

To opt out, you must submit a written request to opt out to the Settlement Administrator via fax or at the address below requesting to be excluded from the Settlement. To be considered valid, your opt out request must (1) state your name, address, telephone number, and date of birth; (2) state your intention to exclude yourself from or opt-out of the Settlement (e.g. "I want to exclude myself

from this settlement. I also understand that I retain all rights to sue the Defendant for the claims asserted in this lawsuit, *David Nguyen v. TriLink BioTechnologies, LLC*, San Diego County Superior Court, Case no. 37-2022-00019578-CU-OE-CTL.”); (3) be signed by you or your lawful representative; and (4) be addressed to the Settlement Administrator. To be considered timely, your opt out request must be faxed or postmarked no later than [INSERT DATE FORTY-FIVE (45) DAYS AFTER THE MAILING OF THE CLASS NOTICE]. If your Notice was returned as undeliverable and you are sent a re-mailed Settlement Notice, you are given an extension of fifteen (15) calendar days from the original 45-day Response Deadline to postmark your request for exclusion. Late opt out requests will not be considered.

If you timely mail a complete and valid opt out request, you will no longer be a member of the class and you will not be eligible to object to the terms of the Settlement or receive money under the Settlement except for that portion of the settlement allocated to PAGA penalty payments. Except for the PAGA release, you will not be bound by the terms of the Settlement, and may pursue any valid claims you may have, at your own expense, against Defendant. Individuals otherwise meeting the definition of Class Members who exclude themselves from the class and were employed during the PAGA Period will still receive a payment for the amount of each such individual’s estimated share of the PAGA Payment that was included by the Settlement Administrator in calculating the Claim Amount and will still be bound by the PAGA Released Claims.

#### **8. How do I tell the Court that I don’t agree with the Settlement?**

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the Class Counsel’s attorney’s fees, and costs, and/or the Class Representative Incentive Payment, either in writing or in person. Objections that are in writing and must be submitted to the Settlement Administrator via fax or at the address below and provide: (1) the Class Member’s name, address, telephone number; (2) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (3) list identifying witness(es) the objector may call to testify at the Final Approval Hearing; (4) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing; (5) state whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; (6) be signed by the Class Member or his or her lawful representative; and (7) be postmarked no later than forty-five (45) calendar days from the mailing of the Notice.

All written objections must be mailed to the Settlement Administrator at [REDACTED], no later than [INSERT DATE FORTY-FIVE (45) DAYS AFTER THE MAILING OF THE CLASS NOTICE]. If your Notice was returned as undeliverable and you are sent a re-mailed Settlement Notice, you are given an extension of fifteen (15) calendar days from the original 45-day Response Deadline to postmark your objection.

Alternatively, Class Members may appear at the Final Approval Hearing on [REDACTED] at [REDACTED] to make an oral objection without submitting a written objection. Class Members shall have no right to object to the PAGA Released Claims or PAGA Payment.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Settlement Payment.

Any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The addresses for Parties' counsel are as follows:

**Class Counsel:**

Lauren N. Vega

Nicholas J. Ferraro

**Ferraro Vega Employment Lawyers, Inc.**

3160 Camino del Rio South, Suite 308

San Diego, California 92108

T: (619) 693-7727 / F: (619) 350-6855

lauren@ferrarovega.com

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**Counsel for Defendant:**

Luis E. Lorenzana

Brittany L. McCarthy

**LITTLER MENDELSON, P.C.**

501 W. Broadway, Suite 900

San Diego, CA 92101

Tel: (619) 232-0441

Fax: (619) 232-4302

**9. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at \_\_\_\_\_ on \_\_\_\_\_, 2023, in Department C-72 of the Superior Court of California, for the County of San Diego, Hall of Justice, SIXTH FLOOR, 330 W Broadway, San Diego, CA 92101. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

**10. How do I get more information about the Settlement?**

You may call the Settlement Administrator at \_\_\_\_\_ or email at \_\_\_\_\_ or write to *Nguyen v. TriLink BioTechnologies, LLC*, Settlement Administrator, c/o \_\_\_\_\_ at \_\_\_\_\_.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by examining the Court's file via <https://roa.sdcourt.ca.gov/roa/>

Click on "Accept Terms," then respond to the security question. Once through the security question, you will be prompted to type in the Case Number (37-2022-00019578) by inputting the Court number 37, the Year 2022, and the Case Number 00019578, and click on "Search." The docket, also known as the Register of Actions (ROA), will appear. Scroll down to "Register of Actions" and locate the filings related to the Settlement Agreement, the Final Judgment or other Settlement documents.

**IMPORTANT:**

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall deliver all unclaimed funds to the State

of California's State Controller Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to each Class Member. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**