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Attorneys for Plaintiff Lorenzo Enriquez, individually,
and on behalf of all others similarly situated.

[Additional counsel listed on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

LORENZO ENRIQUEZ, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

MCP FOODS, INC.; FIRMENICH
INCORPORATED; and DOES 1 through 20,
inclusive,

Defendants.

30-2022-01263565-CU-OE-CXC

*Assigned for all purposes to:
Hon. William D. Cluster
Dept. CX104*

JOINT STIPULATION OF SETTLEMENT

DUANE MORRIS LLP

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It is stipulated and agreed by and among the undersigned Parties, subject to the approval of the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of Settlement (“Agreement” or “Settlement”).

This Agreement is made by and between Named Plaintiff Lorenzo Enriquez (“Named Plaintiff”) and the Class Members, on the one hand, and Defendants MCP Foods, Inc. and Firmenich Incorporated (collectively “Defendant”) on the other hand. Named Plaintiff and Defendant collectively are referred to in this Agreement as “the Parties.”

The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and concluded by agreement of Defendant to pay the settlement amount of Seven Hundred and Fifty Thousand Dollars and Zero Cents (\$750,000.00) as provided in Section 3.06(a) below (“Gross Settlement Amount”) pursuant to the terms and conditions of this Agreement and for the consideration set forth herein, including but not limited to, a release of all claims by Named Plaintiff and the Class Members as set forth herein.

ARTICLE I**DEFINITIONS**

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

a. “Action” means the action described as follows: *Lorenzo Enriquez v. MCP Foods Inc., et al*, Case No. 30-2022-01263565-CU-OE-CXC, commenced on June 7, 2022, in the Superior Court of the State of California for the County of Orange.

b. "Agreement" means this Joint Stipulation of Settlement, including the attached Exhibit(s).

c. "Class" means all current and former non-exempt employees who are or were employed by Defendant in California at any time during the Class Period.

d. "Class Counsel" means the attorneys for the Class and the Class Members, who are:

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Samuel A. Wong
Jessica L. Campbell
Daniel E. Ishu
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e. "Class List" means a list based on Defendant's business records that identifies each Class Member's name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, the number of Qualifying Workweeks worked during the Class Period, and the number of Qualifying Pay Periods worked during the PAGA Period.

f. "Class Member(s)" means all members of the Class.

g. "Class Period" means December 12, 2017 through date of preliminary approval.

h. "Court" means the California Superior Court for the County of Orange, where the Action is currently pending.

i. "Date of Finality" means the later of the following: (1) the date the Final Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or other judicial review is taken from the Court's overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final.

j. "Defendant" collectively means Defendants MCP Foods, Inc., and Firmenich Incorporated.

k. "Defense Counsel" means counsel for Defendant:

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l. “Disposition” means the method by which the Court approves the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

m. “Final Order Approving Settlement of Class Action” or “Final Order” means the final formal court order signed by the Court following the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

n. “Gross Settlement Amount” means Seven Hundred and Fifty Thousand Dollars and Zero Cents (\$750,000.00) to be paid by Defendant as provided by this Agreement to settle this Action. All payments to the Class, administration costs, attorney’s fees and costs, and Incentive Awards, pursuant to Section 3.06(a) below, shall be paid out of the Gross Settlement Amount. The employer’s share of payroll taxes arising from the payments made under this settlement shall be paid by Defendant separate from and in addition to the Gross Settlement Amount. No part of the Gross Settlement Amount shall revert to Defendant. In no case will Defendant be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount shall be deposited by Defendant with the Settlement Administrator at the later of either 70 days after the date of the Final Order, or after the Date of Finality.

o. “Incentive Awards” means a monetary amount of up to Ten Thousand Dollars (\$10,000.00) for the Named Plaintiff, subject to Court approval, in recognition of their effort and work in prosecuting the Action on behalf of Class Members, and for their general release of claims.

p. “Individual Settlement Payment(s)” means each Participating Class Member’s respective share of the Net Settlement Amount and each PAGA Group Member’s respective share

1 of the twenty-five percent (25%) of the LWDA Payment. Individual Settlement Payments will be
2 determined by the calculations provided in this Agreement.

3 q. "LWDA" means The State of California Labor and Workforce Development Agency.

4 r. "LWDA Payment" means 75% of the \$50,000.00 allocated to the settlement of PAGA
5 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of
6 this Agreement, as provided for below.

7 s. "Motion for Final Approval" means Plaintiff submission of a written motion,
8 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
9 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
10 to enter a Final Order in this Action.

11 t. "Motion for Preliminary Approval" means Plaintiff submission of a written motion,
12 including any evidence as may be required for the Court to grant preliminary approval of the
13 Settlement as required by Rule 3.769 of the California Rules of Court.

14 u. "Named Plaintiff" means Lorenzo Enriquez

15 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved
16 administration costs, Class Counsels' attorney's fees and costs, Incentive Awards, and LWDA
17 Payment, pursuant to Section 3.06(a)-(f) below.

18 w. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the
19 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
20 to Section 3.04(b) below.

21 x. "Notice Packet" means the Notice of Proposed Class Action Settlement in a form
22 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

23 y. "PAGA" means the California Private Attorneys General Act of 2004, which is
24 codified in California Labor Code §§ 2698 *et seq.*

25 z. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount
26 allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties have
27 agreed that the PAGA Settlement Amount is Fifty Thousand Dollars and Zero Cents (\$50,000.00)
28 subject to Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA

1 Payment, and the remaining 25% will be distributed to PAGA Group Members pro rata based on the
2 pay periods worked during the PAGA Period.

3 aa. "PAGA Group Members" means all Class Members employed by Defendant at any
4 time between December 12, 2020 through the date of preliminary approval ("PAGA Period").

5 bb. "Participating Class Member(s)" is defined as a Class Member who does not timely
6 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net
7 Settlement Amount automatically without the need to return a claim form. Each Participating Class
8 Member will be paid his/her Individual Settlement Payment.

9 cc. "Preliminary Approval Date" means the date the Court preliminarily approves the
10 Settlement embodied in this Agreement.

11 dd. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury
12 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
13 Administrator for the benefit of Participating Class Members.

14 ee. "Qualifying Pay Periods" means the number of weeks that PAGA Group Members
15 worked for Defendant as non-exempt employees during the PAGA Period.

16 ff. "Qualifying Workweeks" means the number of weeks that Class Members worked
17 for Defendant as non-exempt employees during the Class Period.

18 gg. "Released Parties" means Defendant and any parent, subsidiary, related or affiliated
19 entities, predecessors, successors, or assigns of Defendants, and each of their past and present
20 directors, officers, board members, trustees, fiduciaries, administrators, parties-in-interest of benefit
21 plans, shareholders, owners, members, partners, managers, supervisors, agents, attorneys,
22 contractors, insurers, re-insurers, and employees, individually and/or as representatives of
23 Defendants, and all of their respective predecessors, successors, and assigns.

24 hh. "Response Deadline" means the deadline by which Class Members must postmark or
25 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
26 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by
27 the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or federal
28 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.

1 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-
2 mailing.

3 ii. "Settlement Administration Costs" means all costs incurred by the Settlement
4 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
5 the class, calculation of Individual Settlement Payments, generation of Individual Settlement
6 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation
7 of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiff for their Incentive
8 Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross
9 Settlement Amount.

10 jj. "Settlement Administrator" means ILYM Group, Inc., which the Parties have agreed
11 will be responsible for the administration of the Individual Settlement Payments to be made by
12 Defendant from the Gross Settlement Amount and related matters under this Agreement.

13 **ARTICLE II**

14 **CONTINGENT NATURE OF THE AGREEMENT**

15 **Section 2.01: Stipulation of Class Certification for Settlement Purposes**

16 Because the Parties have stipulated to the certification of the Class with respect to all causes
17 of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and
18 final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.
19 This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality
20 does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement
21 to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification
22 of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to
23 certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date
24 of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the
25 Class as to Defendant will be vacated and Named Plaintiff, Defendant, and the Class will be returned
26 to their positions with respect to the Action as if the Agreement had not been entered into. In the
27 event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving
28 certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall

not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly reserves the right to challenge the propriety of class certification in the Action for any purpose, if the Date of Finality does not occur.

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and implement this Agreement. If the Court does not grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a resolution, the Parties agree to seek the assistance of mediator Steve Pearl to resolve the dispute.

ARTICLE III

PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT

The procedure for obtaining Court approval of and implementing this Agreement shall be as follows:

Section 3.01: Motion for Conditional Class Certification and Preliminary Approval

Named Plaintiff will bring a motion before the Court for an order conditionally certifying the Class to include all claims pled or that could have been pled based on the facts alleged in the Action based on the preliminary approval of this Agreement. The date that the Court grants preliminary approval of this Agreement will be the "Preliminary Approval Date."

Section 3.02: The Settlement Administrator

The Parties have chosen ILYM Group, Inc. to administer this Settlement and to act as the Settlement Administrator, including but not limited to distributing and responding to inquiries about the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement

1 Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks
2 and distributing them to Participating Class Members, establishing and maintaining the QSF, and
3 issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award checks to
4 Named Plaintiff, and the employer payroll taxes to the appropriate taxing authorities. The Settlement
5 Administrator shall expressly agree to all of the terms and conditions of this Agreement.

6 All costs of administering the Settlement, including but not limited to all costs and fees
7 associated with preparing, issuing and mailing any and all notices to Class Members and/or
8 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
9 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
10 returns and any other filings required by any governmental taxing authority or agency, all costs and
11 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
12 course of administering disbursements from the Net Settlement Amount, and any other costs and fees
13 incurred and/or charged by the Settlement Administrator in connection with the execution of its
14 duties under this Agreement ("Settlement Administration Costs"), shall be paid to the Settlement
15 Administrator from the Gross Settlement Amount.

16 **Section 3.03: Notice to Class Members**

17 No later than Twenty-One (21) business days after the Preliminary Approval Date, Defendant
18 will provide the Settlement Administrator with a "Class List" in electronic format based on its
19 business records, identifying the names of the Class Members, their last known home addresses,
20 Social Security numbers or, as applicable, other taxpayer identification number, their dates of
21 employment, the number of weeks worked during the Class Period, and the number of pay period
22 worked during the PAGA Period.

23 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
24 Administrator will send Class Members, by first-class mail, at their last known address, the Court
25 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
26 Settlement Class. The Notice Packet will include a calculation of the Class Member's approximate
27 share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of
28 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the

1 Settlement Administrator will check all Class Member addresses against the National Change of
2 Address database and shall update any addresses before mailing. The Settlement Administrator will
3 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
4 Notice Packet was undeliverable. If a Class Member's notice is re-mailed, the Class Member shall
5 have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the
6 initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class
7 Members shall not be required to submit claim forms in order to receive a proportional share of the
8 Net Settlement Amount.

9 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
10 re-mail the Notice Packet to the forwarding address within five (5) days of receiving notice that the
11 Notice Packet was returned with a forwarding address.

12 It is the intent of the parties that reasonable means be used to locate Class Members and that
13 the Settlement Administrator be given discretion to take steps in order to facilitate notice of the
14 Settlement and delivery of the Individual Settlement Payments to all Participating Class Members.

15 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
16 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
17 status report provided to the Parties.

18 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
19 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
20 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
21 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
22 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
23 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
24 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
25 procedures set forth in Section 3.06(g) below.

26 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
27 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
28 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses

1 for and re-sending of any returned Notice Packets, as well as the number of valid requests for
2 exclusion and objections that the Settlement Administrator received.

3 **Section 3.04: Responses to Notice**

4 **a. Class Member Disputes**

5 If any Class Member disagrees with Defendant's records as to his or her Qualifying
6 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set
7 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period
8 and submit such writing to the Settlement Administrator by the Response Deadline, along with any
9 supporting documentation. The Notice will also provide a method for the Class Member to challenge
10 the employment data on which his or her Individual Settlement Payment is based. The Settlement
11 Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith
12 to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator will be the
13 final arbiter of the Qualifying Workweeks for each Class Member during the Class Period based on
14 the information provided to it.

15 **b. Requests for Exclusion from Class**

16 In order for any Class Member to validly exclude himself or herself from the Class and this
17 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class
18 Member or his or her authorized representative, and must be sent to the Settlement Administrator,
19 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement
20 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall
21 contain instructions on how to validly exclude himself or herself from the Class and this Settlement
22 (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial
23 mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be
24 conclusively determined according to the records of the Settlement Administrator. Any Class
25 Member who timely and validly requests exclusion from the Class and this Settlement will not be
26 entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this
27 Agreement, and will not have any right to object, appeal, or comment thereon.

Any Class Member who fails to timely submit a request for exclusion shall automatically be deemed a Class Member whose rights and claims with respect to the issues raised or that could have been raised in the Action are determined by the Court's Final Order Approving Settlement of Class Action, and by the other rulings in the Action. Thus, said Class Member's rights to pursue any claims alleged or that could have been alleged based on the facts alleged in the Action and/or released in this Agreement will be extinguished.

c. Objections to Settlement

For any Class Member to object to this Agreement, or any term of it, the person making the objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later), a written statement of the grounds of objection, signed by the objecting Class Member or his or her attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and the date the signed objection was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. The Settlement Administrator shall send any objections it receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class Members may also appear at the final approval hearing to object. The Court retains final authority with respect to the consideration and admissibility of any Class Member objections.

d. Encouragement of Class Members

The Parties to this Agreement and the counsel representing such Parties shall not, directly or indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from Class Members.

e. Defendant's Option to Modify Class Period or Pay Escalator

Based on its records, Defendant estimates that, as of February 14, 2023 (date of mediation) there are 24,200 total workweeks worked by Class Members during the class period. If the number of workweeks exceeds 24,200 by more than 7.5% (or 26,015), then Defendant, at its option, may (a) modify the class period end date so that the number of workweeks worked by Class Members is at

1 or below 26,015, or (b) increase the Gross Settlement Amount proportional to each additional
2 workweeks worked above 24,200.

3 **Section 3.05: Final Fairness and Approval Hearing**

4 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
5 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
6 and determine whether the Court should give it final approval, and (2) consider any objections made
7 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
8 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
9 Proposed Final Order Approving Settlement of Class Action.

10 **Section 3.06: Settlement Payment Procedures**

11 **a. Settlement Amount**

12 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the
13 Gross Settlement Amount in the amount of Seven Hundred and Fifty Thousand Dollars and Zero
14 Cents (\$750,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e).
15 The Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class
16 Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement
17 Amount, and the Incentive Payments. The Gross Settlement amount, plus Defendant's share of the
18 employer-side payroll taxes, shall be Deposited by Defendant into a QSF established by the
19 Settlement Administrator at the later of either 70 days after the date of the Final Order, or after the
20 Date of Finality.

21 The Settlement Administrator will use these funds to fund payment of the Individual
22 Settlement Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, the
23 Incentive Awards, the LWDA Payment, and the Settlement Administration Costs.

24 Within ten (10) calendar days after receiving Defendants' final payment, funding the Gross
25 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments
26 to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the
27 Incentive Awards, and employer and employee tax withholdings applicable to the Net Settlement
28 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a

1 search based on the National Change of Address Database to update and correct for any known or
2 identifiable address changes.

3 **b. Payment of Attorneys' Fees and Costs**

4 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
5 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Two
6 Hundred and Fifty Thousand Dollars and Zero Cents (\$250,000.00). Class Counsel shall submit an
7 application for an award of costs not to exceed Twenty Thousand Dollars and Zero Cents
8 (\$20,000.00). Such application for attorneys' fees and costs shall be heard by the Court at the Final
9 Fairness and Approval Hearing. Defendant shall not object to or oppose any such application in these
10 amounts. Class Counsel shall serve Defendant with copies of all documents submitted in support of
11 their application for an award of attorneys' fees and costs.

12 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
13 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
14 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
15 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
16 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
17 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
18 will be reallocated to the Net Settlement Amount.

19 **c. Payment of Settlement Administration Costs**

20 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
21 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Six
22 Thousand Two Hundred Fifty Dollars and Zero cents OR Seven Thousand Six Hundred and Fifty
23 Dollars and Zero Cents \$7,650.00

24 **d. Payment of Incentive Award to Named Plaintiff**

25 Subject to Court approval, the Named Plaintiff shall each receive an Incentive Award of up
26 to Ten Thousand Dollars and Zero Cents (\$10,000.00) each, the request for which Defendant will
27 not object to or oppose. The Incentive Awards shall be paid out of the Gross Settlement Amount and
28 shall not constitute payment to any Participating Class Member(s) other than Named Plaintiff. To the

1 extent that the Court approves less than the amount of incentive award that Class Counsel request,
2 the difference between the requested and awarded amounts will be reallocated to the Net Settlement
3 Amount.

4 Because it is the intent of the Parties that the Incentive Awards represent payment to Named
5 Plaintiff for their service to the Class Members, and not wages, the Settlement Administrator will not
6 withhold any taxes from the Incentive Awards. The Incentive Awards will be reported on a Form
7 1099, which the Settlement Administrator will provide to Named Plaintiff and to the pertinent taxing
8 authorities as required by law.

9 **e. Payment to the LWDA and PAGA Group Members**

10 In consideration of claims made under PAGA, Class Counsel will request that the Court
11 approve allocation of Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the Gross Settlement
12 Amount to these claims. Seventy-five percent (75%) of this payment will be paid to the California
13 Labor and Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%)
14 will be distributed to PAGA Group Members pro rata based on the pay periods worked during the
15 PAGA Period. Defendant will not oppose this request. The entire PAGA Settlement Amount will be
16 paid out of the Gross Settlement Amount. The Court's adjustment, if any, of the amount allocated to
17 Named Plaintiff's PAGA claim in the Action, will not invalidate this Agreement.

18 The Parties agree that the twenty-five percent (25%) of the LWDA Payment distributed to
19 PAGA Group Members shall be divided between all PAGA Group Members in proportion to the
20 number of pay periods for each PAGA Group Member. To calculate the minimum amount each
21 PAGA Group Member will receive based on their individual Qualifying Pay Periods, the twenty-five
22 percent (25%) of the LWDA Payment distributed to PAGA Group Members will be divided by the
23 total number of Qualifying Pay Periods by all PAGA Group Members during the PAGA Period and
24 then allocated on a pro rata basis. Qualifying Pay Periods will be rounded up to the next whole
25 integer.

26 **f. Payment to Participating Class Members**

27 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
28 Payments. The Parties agree that the Net Settlement Amount shall be divided between all

1 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
2 each Class Member. To calculate the minimum amount each Class Member will receive based on
3 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total
4 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated
5 on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer.

6 **g. Calculation of Participating Class Members and PAGA Group Members'**
7 **Individual Settlement Payment**

8 Each Class Member's and PAGA Group Member's approximate Individual Settlement
9 Payment amount will be included in their Notice Packet. After final approval by the Court, the Net
10 Settlement Amount will be dispersed to Participating Class Members (those who did not exclude
11 themselves) on a pro rata basis based on the individual Qualifying Workweeks worked during the
12 Class Period by each Participating Class Member, and the twenty-five percent (25%) of the LWDA
13 Payment will be distributed to PAGA Group Members based on their individual Qualifying Pay
14 Periods worked during the PAGA Period by each PAGA Group Member.

15 The payment to each Participating Class Member from the Net Settlement Amount will
16 represent wages and penalties allocated using the following formula: 20%% allocated to wages; 10%
17 allocated to interest, and 70% allocated to penalties. The payment to each PAGA Group Member
18 from the twenty-five percent (25%) of the LWDA Payment will represent penalties and be allocated
19 100% to penalties.

20 The amounts paid as wages shall be subject to all tax withholdings customarily made from
21 an employee's wages and all other authorized and required withholdings and shall be reported by W-
22 2 forms. The employer-side taxes will be paid separate from and in addition to the Gross Settlement
23 Amount. The amounts paid as penalties and interest shall be subject to all authorized and required
24 withholdings other than the tax withholdings customarily made from employees' wages and shall be
25 reported by IRS 1099 forms.

26 No later than ten (10) business days after receiving the Gross Settlement Amount from
27 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
28 Settlement Payments to Participating Class Members and PAGA Group Members. Individual

1 Settlement Payments paid from the Net Settlement Amount allocated to wages will be reduced by
2 applicable employer and employee tax withholdings, and the Settlement Administrator will issue a
3 Form W-2 for the wage portion of the Individual Settlement Payments. The Settlement Administrator
4 will issue a Form 1099 to the extent required by law for the interest and penalty portions of the
5 Individual Settlement Payments. Participating Class Members and PAGA Group Members shall
6 have 180 days from the date their Individual Settlement Payment checks are dated to cash their
7 Settlement checks. Any checks that are not cashed upon the expiration of that 180-day time period
8 will be void, and the uncashed funds shall be paid to the State Controller Unclaimed Property Fund
9 in the name of the Class Member or PAGA Group Member for whom the funds are designated.

10 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
11 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
12 a mass search on LexisNexis or a comparable databases based on set criteria and, if another address
13 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the
14 Settlement Administrator is unable to obtain a valid mailing address through this process, the
15 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
16 Unclaimed Property Fund in the name of the Class Member or PAGA Group Member for whom the
17 funds are designated.

18 **h. Default on Payment.**

19 Defendant's failure to fund the Gross Settlement Amount within seventy (70) calendar days
20 after the Court signs the Final Order or after the Date of Finality shall be considered a default. In the
21 event Defendant fails to timely fund the Gross Settlement Amount, the Settlement Administrator will
22 provide notice to Class Counsel and Defendant's counsel within three (3) business days of the missed
23 payment. Thereafter, Defendant will have fourteen (14) days to cure the default and tender payment
24 to the Settlement Administrator. In the event Defendant fails to cure the default within the times set
25 forth herein, Named Plaintiff may elect to enter judgment against Defendant, on an ex parte basis,
26 for the balance of the unpaid Gross Settlement Amount to date, and Named Plaintiff will be entitled
27 to recover interest at ten percent (10%) per year from the due date for such payment and reasonable
28 attorneys' fees and costs.

1 **i. No Credit Toward Benefit Plans.**

2 The Individual Settlement Payments made to Participating Class Members and PAGA Group
3 Members under this Agreement, as well as any other payments made pursuant to this Agreement,
4 will not be utilized to calculate any additional benefits under any benefit plans to which any Class
5 Members and/or PAGA Group Members may be eligible, including, but not limited to: profit-sharing
6 plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans,
7 and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any
8 rights, contributions, or amounts to which any Class Members and PAGA Group Members may be
9 entitled under any benefit plans.

10 **ARTICLE IV**

11 **LIMITATIONS ON USE OF THIS SETTLEMENT**

12 **Section 4.01: No Admission**

13 Defendant disputes the allegations in the Action and contends that, but for this Settlement, a
14 Class should not have been certified in the Action. This Agreement is entered into solely for the
15 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
16 construed as an admission of liability or wrongdoing by Defendant.

17 **Section 4.02: Non-Evidentiary Use**

18 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
19 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
20 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,
21 including but not limited to, evidence of a presumption, concession, indication, or admission by any
22 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
23 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
24 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
25 Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims
26 released through this Agreement.

1 **Section 4.03: Nullification**

2 The Parties have agreed to the certification of the Class encompassing all claims alleged in
3 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
4 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
5 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
6 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the
7 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
8 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
9 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had
10 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to
11 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will
12 have no bearing on, and will not be admissible in connection with, the issue of whether the Class
13 should be certified by the Court in a non-settlement context in this Action or any other action, and in
14 any of those events, Defendant expressly reserves the right to oppose certification of the Class.

15 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
16 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

17 **Section 4.04: Defendant's Right to Opt Out**

18 If 10% or more members of the Settlement Class timely submit opt out requests, Defendant's
19 shall have the right (but not the obligation) to void this settlement.

20 **ARTICLE V**

21 **RELEASES**

22 **Section 5.01: Released Claims by Class Members**

23 Upon the date of funding the GSA, Named Plaintiff and Participating Class Members who
24 do not opt out of the Settlement, release the Released Parties from any and all claims alleged, or that
25 could have been alleged against Released Parties based on the facts alleged in Named Plaintiff's
26 Operative Complaint and the LWDA Notice Letter which arose during the Class Period. The named
27 Plaintiff will sign a Civil Code 1542 general release.

28 **Section 5.02: Released Claims by PAGA Group Members**

1 Upon the date of funding the GSA, the State of California and PAGA Group Members release
2 the Released Parties from all claims exhausted in Plaintiff's notice(s) sent to the LWDA and alleged,
3 or that could have been alleged based on the claims exhausted in Plaintiff's notice(s) sent to the
4 LWDA, in the operative Complaint, which arose during the PAGA Period, regardless of whether
5 PAGA Group Members opt out of the Class Settlement.

6 **Section 5.03: Named Plaintiff' Release of Unknown Claims**

7 Upon the date of funding the GSA, Named Plaintiff, waive, release, acquit, and forever
8 discharge the Released Parties from any and all claims, actions, charges, complaints, grievances, and
9 causes of action, of any nature arising from Named Plaintiff's employment with Defendant, whether
10 known or unknown, which exist or may exist as of the Parties' execution of this Agreement.

11 Section 1542 of the California Civil Code provides as follows:

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

16 Plaintiff's general release provided herein is made with an express waiver and relinquishment
17 of any claim, right, or benefit under California Civil Code § 1542.

18 **ARTICLE VI**

19 **MISCELLANEOUS PROVISIONS**

20 **Section 6.01: Amendments or Modification**

21 The terms and provisions of this Agreement may be amended or modified only by an express
22 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel,
23 and approved by the Court.

24 **Section 6.02: Assignment**

25 None of the rights, commitments, or obligations recognized under this Agreement may be
26 assigned by any Party, Class Member, PAGA Group Member, Class Counsel, or Defense Counsel
27 without the express written consent of each other Party and their respective counsel. The
28 representations, warranties, covenants, and agreements contained in this Agreement are for the sole

benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

Section 6.03: Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, without regard to conflicts of laws.

Section 6.04: Entire Agreement

This Agreement, including the Exhibits referred to herein, which form an integral part hereof, contains the entire understanding of the Parties with respect to the subject matter contained herein. In case of any conflict between text contained in Articles I through VI of this Agreement and text contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be controlling, unless the Exhibits are changed by or in response to a Court order. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties with respect to the settlement of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of prior agreements or proposals.

Section 6.05: Waiver of Compliance

Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 6.06: Counterparts and Fax/PDF Signatures

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original. All counterparts taken together shall

1 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
2 signature.

3 **Section 6.07: Meet and Confer Regarding Disputes**

4 Should any dispute arise among the Parties or their respective counsel regarding the
5 implementation or interpretation of this Agreement, a representative of Class Counsel and a
6 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
7 to submitting such disputes to the Court.

8 **Section 6.08: Agreement Binding on Successors**

9 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
10 of each of the Parties.

11 **Section 6.09: Cooperation in Drafting**

12 The Parties have cooperated in the negotiation and preparation of this Agreement. This
13 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
14 was the drafter or participated in the drafting of this Agreement.

15 **Section 6.10: Fair and Reasonable Settlement**

16 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
17 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
18 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
19 further believe that the Settlement is and is consistent with public policy, and fully complies with
20 applicable law.

21 **Section 6.11: Headings**

22 The descriptive heading of any section or paragraph of this Agreement is inserted for
23 convenience of reference only and does not constitute a part of this Agreement and shall not be
24 considered in interpreting this Agreement.

25 **Section 6.12: Notice**

26 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
27 communications under this Agreement must be in writing and addressed as follows:

28 *To Named Plaintiff and the Class:*

1 Kashif Haque
2 Samuel A. Wong
3 Jessica L. Campbell
4 Daniel E. Ishu
5 AEGIS LAW FIRM, PC
6 9811 Irvine Center Drive, Suite 100
7 Irvine, California 92618
8 Telephone: (949) 379-6250
9 Facsimile: (949) 379-6251
10 khaque@aegislawfirm.com
11 jcampbell@aegislawfirm.com
12 dishu@aegislawfirm.com

13 And

14 *To Defendant:*

15 **DUANE MORRIS LLP**
16 Aaron T. Winn (SBN 229763)
17 Britany M. Wunderlich (SBN 328990)
18 750 B. Street, Suite 2900
19 San Diego, CA 92101-4681
20 Telephone: (619) 744-2200
21 Facsimile: (619)744-2201
22 atwinn@duanemorris.com
23 bmwunderlich@duanemorris.com

24 **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

25 To the extent consistent with class action procedure, this Agreement shall be enforceable by
26 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
27 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the
28 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest
extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more
of the Parties institutes any legal action or other proceeding against any other Party or Parties to
enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover
from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
fees incurred in connection with any enforcement actions.

1 **Section 6.14: Mutual Full Cooperation**

2 The Parties agree fully to cooperate with each other to accomplish the terms of this
3 Agreement, including but not limited to the execution of such documents, and the taking of such
4 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
5 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its
6 terms. In the event the Parties are unable to reach agreement on the form or content of any document
7 needed to implement the Settlement, or on any supplemental provisions that may become necessary
8 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

9 **Section 6.15: Authorization to Act**

10 Class Counsel warrants and represents that they are authorized by Named Plaintiff, and
11 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action
12 required to effectuate the terms of this Agreement, except for signing documents, including but not
13 limited to this Agreement, that are required to be signed by the Parties themselves. Defendant
14 represents and warrants that the individual executing this Agreement on its behalf has the full right,
15 power, and authority to enter into this Agreement and to carry out the transactions contemplated
16 herein.

17 **Section 6.16: No Reliance on Representations**

18 The Parties have made such investigation of the facts and the law pertaining to the matters
19 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
20 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
21 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
22 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
23 to any other matters. No representations, warranties, or inducements, except as expressly set forth
24 herein, have been made to any party concerning this Agreement.

25 **EXECUTION BY PARTIES AND COUNSEL**

26 The Parties and their counsel hereby execute this Agreement.
27
28

1 Dated: 3/29/2023 | 6:16 PM PDT

Lorenzo Enriquez

2
3 By:

DocuSigned by:



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6 Named Plaintiff

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13 **MCP FOODS, INC.**

Signature

Date

Signature

Date

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28 Printed Name, Title

Printed Name, Title

FIRMENICH INCORPORATED

Signature

Date

Signature

Date

Printed Name, Title

Printed Name, Title

APPROVED AS TO FORM ONLY:

Dated: _____

AEGIS LAW FIRM, PC

By:



Kashif Haque

Jessica L. Campbell

Daniel E. Ishu

Dated: _____

Lorenzo Enriquez

By: _____
Named Plaintiff**MCP FOODS, INC.**

DocuSigned by:



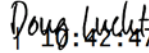
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12 April 2023

Date

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13 April 2023

Date

Thomas Piloto

Printed Name, Title

Vice President Manufacturing, Americas

Doug Lucht

Printed Name, Title

VP F&A

FIRMENICH INCORPORATED

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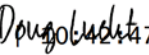
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12:42:47 PM CEST

13 April 2023

Date

Thomas Piloto

Printed Name, Title

Vice President Manufacturing, Americas

Doug Lucht

Printed Name, Title

VP F&A

APPROVED AS TO FORM ONLY:

Dated:

April 20, 2023

AEGIS LAW FIRM, PC

By:



Kashif Haque

Jessica L. Campbell

Daniel E. Ishu

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Attorneys for Named Plaintiff Lorenzo Enriquez

Dated:

4/13/2023

DUANE MORRIS LLP

By: Aaron T. Winn
Aaron T. Winn
Brittany M. Wunderlich

Attorneys for Defendant MCP Foods, Inc., and
Firmenich Incorporated

EXHIBIT A

THIS IS AN IMPORTANT COURT APPROVED NOTICE. READ CAREFULLY.*Lorenzo Enriquez v. MCP Foods, Inc et al.*

Orange County Superior Court, Case No. 30-2022-01263565-CU-OE-CXC

If you worked for MCP Foods, Inc./Firmenich Incorporated as a non-exempt employee, in California at any time from December 12, 2017 through **[DATE OF PRELIMINARY APPROVAL] the settlement of this class action lawsuit may affect your rights.**

This is a court-authorized notice. It is not a solicitation from a lawyer.

- A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Lorenzo Enriquez v. MCP Foods, Inc et al.*, Case No. 30-2022-01263565-CU-OE-CXC (Orange County Superior Court) (the “Lawsuit”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the Settlement.
- The Court has preliminarily approved a class action settlement with Defendants MCP Foods, Inc., and Firmenich Incorporated (Collectively “Defendant”) which will affect all non-exempt employees who worked for Defendant in California at any time from December 12, 2017 through **[DATE OF PRELIMINARY APPROVAL]**
- If the Court grants final approval of the Settlement, there may be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Give up certain rights. By doing nothing, you become part of the Class and will be entitled to a settlement award as detailed below. But, you will not be able to bring your own lawsuit against Defendant for violations that relate to the claims brought in this Lawsuit.
OBJECT TO THE SETTLEMENT	Stay in this Lawsuit. Object. Receive a payment. Give up certain rights. If you object to the settlement, you will remain a member of the Class. If the Court approves the settlement, you will be entitled to collect a settlement award and be bound by the terms of the settlement in the same way as Class Members who do not object.
ASK TO BE EXCLUDED	Get out of this Lawsuit. Receive no payment from the class settlement. Keep your rights. If you ask to be excluded from the Settlement, you will not receive any payment from the settlement award. But, you keep your right to sue Defendant separately for the legal claims raised in this Lawsuit.

- **Regardless of the option you choose, you will not be retaliated against.**
- Your options are explained in this notice. To object to the settlement or to ask to be excluded, you must act before [REDACTED].
- **Any questions?** Read on or contact Class Counsel or the Settlement Administrator listed below.

BASIC INFORMATION

1. Why did I get this notice?

Defendant's records show that you worked for Defendant as a non-exempt employee in California at some point between December 12, 2017 and [DATE OF PRELIMINARY APPROVAL]

The Court has preliminarily approved the Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Any final determination of those issues will be made at the final hearing. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. Judge William D. Claster of the Superior Court of the State of California, County of Orange, is overseeing this lawsuit.

2. What is this lawsuit about?

In this Lawsuit, Plaintiff Lorenzo Enriquez ("Plaintiff") claims that Defendant: (1) failed to pay minimum wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to permit rest breaks; (5) failed to reimburse for business expenses; (6) failed to provide accurate itemized wage statements; (7) failed to pay wages timely during employment; (8) failed to pay all wages due upon separation of employment; (8) violated California's Unfair Competition laws; and (9) that these violations entitle Plaintiff to recover civil penalties on behalf of the State of California under Labor Code § 2698 et. seq ("PAGA").

Throughout the litigation, Defendant has denied—and continues to deny—the factual and legal allegations in the Lawsuit. Defendant denies any wrongdoing and asserts that its conduct at all times complied with the law. However, Defendant has voluntarily agreed to the terms of a negotiated settlement in order to avoid the burden and expense of continued litigation.

3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are referred to as a "Class" or "Class Members." The person who is the Class Representative is also called the plaintiff. The company being sued is called the defendant. In class action litigation, a Court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

This class action also includes a "Private Attorneys General Act" ("PAGA") claim, where the Plaintiff is attempting to recover civil penalties on behalf of the State of California. In a PAGA action, the State receives 75% of any recovered civil penalties, and the employees receive 25%. This Settlement will resolve all claims by the State for civil penalties arising from the claims made by Plaintiff in the Lawsuit during the period of December 12, 2020 through [DATE OF PRELIMINARY APPROVAL] ("PAGA Period").

4. Why is this Lawsuit a class action?

For settlement purposes, Plaintiff and Defendant asked the Court to approve the class action Settlement and agreed that this case can proceed as a class action for the purpose of settlement only. The Court has not ruled on the merits of the claims in the Lawsuit.

5. What are the terms of the proposed Settlement?

The major terms of the settlement are as follows:

1. Defendant has agreed to pay \$750,000.00 to settle the claims in this Lawsuit. This amount is also known as the “Gross Settlement Amount.”
2. Plaintiff has agreed to release all of his claims in this this Lawsuit against Defendant and Released Parties.
3. Plaintiff seeks the following deductions from the \$750,000.00 Gross Settlement Amount:
 - a. Up to one-third (1/3) of the Gross Settlement Amount (which is currently equal to \$250,000.00) for Class Counsel’s attorneys’ fees.
 - b. Up to \$20,000.00 for reimbursement of Class Counsel’s litigation costs.
 - c. An Incentive Award of up to \$10,000.00 to the Plaintiff for filing the Lawsuit, performing work in connection with the Lawsuit, and the risks associated with filing the Lawsuit.
 - d. Up to \$7,650.00 to cover the costs of the Settlement Administrator.
 - e. A PAGA Settlement Amount of up to \$50,000.00 for the release of PAGA claims. The PAGA Settlement Amount shall be allocated 75% (\$37,500.00) to the California Labor and Workforce Development Agency and 25% (\$12,500.00) to the non-exempt employees that worked for Defendant in California at any time during the PAGA Period (“PAGA Group Members”).

If the Court approves these requested deductions, there will be approximately \$412,350.00 remaining. The remaining funds will be referred to as the “Net Settlement Amount.” The Net Settlement Amount will be distributed to Class Members who do not request exclusion according to the number of weeks they worked for Defendant in California during the Class Period.

PAGA Settlement Payments. 25% of the PAGA Settlement Amount (\$12,500.00) (“PAGA Group Payment”) will be paid to PAGA Group Members based on the number of pay periods they work for Defendant in California during the PAGA Period. You cannot opt-out of the PAGA portion of the Settlement. If you are a PAGA Group Member, you will receive a pro rata share of the PAGA Group Payment regardless of whether you opt-out of the class settlement.

Check Cashing Period. If a settlement check remains uncashed after 180 days from the date it is issued, the check will become void and the amount of the uncashed check will be sent to the California State Controller's Unclaimed Property Fund, to be held in your name.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The "Class" includes: All non-exempt employees who are or were employed by Defendant in California at any time from December 12, 2017 through **[DATE OF PRELIMINARY APPROVAL]** (the "Class Period").

7. I'm still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting ILYM Group, Inc., the "Settlement Administrator", at the designated phone number for this matter at [REDACTED] or by calling or writing the lawyers representing the Class in this case ("Class Counsel"), at the phone number or address listed in Section 19.

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendant, the total number of weeks you worked in California for Defendant as a non-exempt employee during the Class Period is [REDACTED]. The total number of pay periods you worked in California for Defendant as a non-exempt employee during the PAGA Period is [REDACTED].

Based on information provided above, anticipated court-approved deductions, and preliminary calculations Qualified Workweeks, it is estimated your share of the settlement will be \$ [REDACTED], less applicable taxes and withholdings. This amount includes your share of the PAGA Group Payment, which is estimated to be \$ [REDACTED].

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

If you believe your total weeks worked during the Class Period and/or PAGA Period shown above is not correct, you may contact the Settlement Administrator indicating what you believe is correct no later than [REDACTED]. You should send any documents or other information that supports your belief that the number of weeks set forth above is incorrect. The Settlement Administrator will attempt to resolve any dispute based upon Defendant's records and any information you provide. Any dispute not resolved by the Settlement Administrator will be resolved by the Court.

9. What rights am I releasing if I participate in the Settlement?

If the Court grants final approval of the Settlement and you do not exclude yourself from the Settlement, you will be deemed to have Defendant and any parent, subsidiary, related or affiliated entities, predecessors, successors, or assigns of Defendants, and each of their past and present directors, officers, board members, trustees, fiduciaries, administrators, parties-in-interest of benefit plans, shareholders, owners, members, partners, managers, supervisors, agents, attorneys, contractors, insurers, re-insurers, and employees, individually and/or as representatives of Defendants, and all of their respective predecessors, successors, and assigns (collectively, “Released Parties”) from any and all claims alleged or could have been alleged against Released Parties based on the facts alleged in the operative complaint and LWDA Notice letter which arose during the Class Period (collectively, “Released Claims”).

Additionally, if you are a PAGA Group Member, you will have released the right to bring a claim for civil penalties under PAGA that arose during the PAGA Period, on behalf of the State based on the facts alleged or that could have been alleged against Released Parties based on the claims exhausted in Plaintiff’s notice(s) sent to the LWDA, in the operative Complaint in this Lawsuit, the PAGA letter submitted to the LWDA by Plaintiff, and any further amended PAGA letters submitted to the LWDA by Plaintiff (collectively, “Released PAGA Claims”). You will release these Released PAGA Claims even if you opt-out of the class action settlement.

10. How do I object to the Settlement?

To object, mail a written objection to the Settlement Administrator at the address in Section 16 below no later than [REDACTED]. Your objection must set forth the grounds for your objection and be signed and dated, along with any supporting documents. You can also appear at the final approval hearing. Information for the hearing is included in Section 17 of this notice.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Class (and class settlement). If you exclude yourself from the Class—sometimes called “opting-out” of the Class—you but you may be able to sue Defendant for your own alleged claims. But you may not object to the settlement, you will not receive any money or benefits from the class settlement, and you will not be legally bound by the Court’s rulings in this Lawsuit, except for the release by PAGA Group Members. Whether or not you submit a Request for Exclusion, if you are a PAGA Group Member, you will still be entitled to your portion of the PAGA Group Payment.

12. How do I ask to be excluded from the Class?

If you are a Class Member and would like to exclude yourself from the Class (“opt-out”), you, or your authorized representative, need to submit a written statement requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. The statement must contain your name, address, telephone number, and your signature or the signature of your legally authorized representative and must be postmarked on or before [REDACTED]. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any class member who fails to submit a valid and timely request for exclusion will be bound by all terms of the settlement and any final disposition entered in this Class Action if the Settlement is approved by the Court.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Class Counsel:

Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Daniel E. Ishu
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
dishu@aegislawfirm.com

The Court has preliminarily decided that Aegis Law Firm, PC is qualified to represent you and all Class Members.

14. How will the lawyers be paid?

As part of the Settlement, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$250,000.00) in attorneys' fees, plus costs not to exceed \$20,000.00, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

15. How will the Plaintiff be paid?

As part of the Settlement, Class Counsel has requested an incentive award of up to \$10,000 to be paid to the Plaintiff for his efforts in this matter, while serving as Class Representative and taking on the burden and risks of litigation.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

ILYM Group, Inc.

[address]

[address]

[Telephone]

17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for [REDACTED], at [REDACTED], in Department CX104 of the Superior Court of California, County of Orange, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class.

18. When will I get money after the hearing?

The Court will hold a hearing on [REDACTED], at [REDACTED], to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. If the Court approves the settlement and if you do not opt out, your individual payment set forth in Section 8 above is expected to be distributed after Defendant makes payment to the Settlement Administrator. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

19. Are more details available?

For more information, the pleadings and other records in this litigation, including copies of the Settlement Agreement, may be examined at any time during regular business hours at the office of the Clerk of the Superior Court of the State of California, for Orange, at the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. You can also view the case records online at the court's website: <https://www.occourts.org/online-services/case-access/>. Click "Civil Case & Document Access" then click "Accept Terms." Follow the instructions for submitting the Case Number: _____, and the Year Filed: _____. Then click "search" to view the case record.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Settlement Administrator at the address and/or telephone number listed in section 16 of this Notice. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact Class Counsel at the address, telephone number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF DEFENDANT'S MANAGERS, SUPERVISORS, OR DEFENDANT'S ATTORNEYS WITH QUESTIONS ABOUT THIS NOTICE.