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

9 *[Additional counsel listed on following page]*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ORANGE**
12

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

15 Plaintiff,

16 v.

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

19 Defendants.
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30-2022-01263565-CU-OE-CXC

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

**ADDENDUM TO JOINT STIPULATION
OF SETTLEMENT**

DUANE MORRIS LLP

Aaron T. Winn (SBN 229763)
Britany M. Wunderlich (SBN 328990)
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Attorneys for Defendants MCP Foods, Inc. and Firmenich Incorporated.

ADDENDUM TO STIPULATION OF SETTLEMENT

IT IS HEREBY STIPULATED, by and between Plaintiff Lorenzo Enriquez ("Plaintiff"), on behalf of himself and the Settlement Class Members, on the one hand, and Defendants MCP FOODS, INC. ("MCP") and Firmenich Incorporated ("Firmenich"), (collectively "Defendants"), on the other hand, and subject to the approval of the Court, through their respective counsel of record, hereby agree to be bound by the terms set forth in this Addendum to Joint Stipulation of Settlement, which is intended to replace and supersede **Sections 3.06(c), and 3.06(d)** as set forth below. Terms used herein shall have the same meaning as in the Joint Stipulation of Settlement unless defined differently in this Addendum. This Addendum is being made in accordance with Section 6.01 of the Parties' Joint Stipulation of Settlement.

The Joint Stipulation of Class Action Settlement shall be modified as follows:

3.06.c Payment of Settlement Administration Costs

The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Six Thousand Two Hundred Fifty Dollars and Zero cents (6,250.00).

3.06.d Payment of Incentive Award to Named Plaintiff

Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) the request for which Defendant will not object to or oppose. The Incentive Awards shall be paid out of the Gross Settlement Amount and shall not

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Printed Name, Title

Printed Name, Title

APPROVED AS TO FORM ONLY:

Dated: July 13, 2023

AEGIS LAW FIRM, PC

By:



Kashif Haque
Jessica L. Campbell
Daniel E. Ishu

Attorneys for Named Plaintiff Lorenzo Enriquez

Dated:

DUANE MORRIS LLP

By:

Aaron T. Winn
Brittany M. Wunderlich

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

1 constitute payment to any Participating Class Member(s) other than Named Plaintiff. To the extent
 2 that the Court approves less than the amount of incentive award that Class Counsel request, the
 3 difference between the requested and awarded amounts will be reallocated to the Net Settlement
 4 Amount.

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

10 EXECUTION BY PARTIES AND COUNSEL

11 The Parties and their counsel hereby execute this Agreement.

14 Dated: _____ Lorenzo Enriquez

16 By: _____
 17 Named Plaintiff

19 MCP FOODS, INC.

20 DocuSigned by:

Doug Lucht

14 July 2023

Signature

Date

DocuSigned by:

Thomas Piloto

4:55:23 PM CEST

Signature

14 July 2023

Date

4:57:1

23 Doug Lucht VP F&A
 24 Printed Name, Title

23 Thomas Piloto Vice President M
 24 Printed Name, Title

25 FIRMENICH INCORPORATED

26 DocuSigned by:

Doug Lucht

14 July 2023

Signature

Date

DocuSigned by:

Thomas Piloto

4:55:23 PM CEST

Signature

14 July 2023

Date

4:57:1

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Doug Lucht
Printed Name, Title

VP F&A

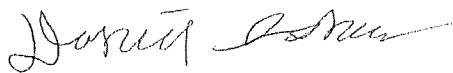
Thomas Piloto
Printed Name, Title

Vice President

APPROVED AS TO FORM ONLY:

Dated: July 13, 2023

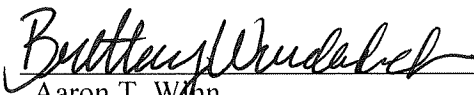
AEGIS LAW FIRM, PC

By: 
Kashif Haque
Jessica L. Campbell
Daniel E. Ishu

Attorneys for Named Plaintiff Lorenzo Enriquez

Dated: 7/14/23

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By: 
Aaron T. Winn
Brittany M. Wunderlich

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