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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

KEILA SANCHEZ and CARYL LYRA
ENCABO, as individuals and on behalf of all
others similarly situated,

Plaintiffs,

v.

PHENOMENEX, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 23STCV00761 (Related to Case
No. 23STCV09140)

*[Assigned to the Hon. Laura A. Seigle
Dept. 17]*

**DECLARATION OF SEAN M.
BLAKELY IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: November 7, 2025
Time: 9:00 a.m.
Dept.: 17

Complaint Filed: January 13, 2023
Trial Date: None Set

1 I, SEAN M. BLAKELY, declare as follows:

2 1. I am a Partner at Haines Law Group, APC, and co-counsel for the named Plaintiffs
3 Keila Sanchez and Caryl Lyra Encabo (“Plaintiffs”) and the proposed Settlement Class in the
4 above-captioned matter. I am a member in good standing of the bar of the State of California and
5 am admitted to practice in this Court. I have personal knowledge of the facts stated in this
6 declaration and could testify competently to them if called upon to do so.

7 2. I am a 2008 graduate of Southwestern Law School. I was admitted to the California
8 State Bar in September 2009. From December 2010 to September 2011, I worked as a Law Clerk
9 for Rose, Klein & Marias, a civil litigation firm in Long Beach, California. At Rose, Klein &
10 Marias I assisted trial attorneys in employment and personal injury cases. From September 2011
11 to May 2016, I worked as an associate at the employment law firm of Mahoney Law Group, APC
12 in Long Beach, California. The vast majority of my work at Mahoney Law Group, APC focused
13 on representing employees in wage and hour class actions. My work at Mahoney Law Group,
14 APC also included representing employees in individual claims for wrongful termination,
15 harassment, discrimination, and retaliation. Although non-exhaustive, the types of work I
16 performed at Mahoney Law Group, APC included: conducting client intakes performing pre-
17 filing research and analysis, drafting complaints, attending court hearings, corresponding with
18 opposing counsel, drafting and responding to written discovery, preparing for and taking and
19 defending depositions, analyzing payroll and timekeeping records and employee handbooks,
20 opposing motions for summary judgment, as well as a variety of other motions such as motions
21 for remand, demurrers and motions to dismiss, motions to strike, motions to compel, motions to
22 quash, and motions for class certification, drafting mediation briefs, attending mediations,
23 drafting long-form settlement agreements, drafting motions for preliminary and final settlement
24 approval, and overseeing the notice process.

25 3. Since November 8, 2016, I have worked at my current firm, Haines Law Group,
26 APC, where, in 2020, I became a Partner. I am currently responsible for managing over fifty (50)
27 active wage and hour class and representative actions in both state and federal court.

28 4. The following is a non-exhaustive list of wage and hour class actions in which I

1 have been appointed as class counsel and/or played a significant role in prosecuting the litigation,
2 and which have received final approval: *Santimateo v. Sun Healthcare Group, Inc., et al*, Case
3 No. BC471884, California Superior Court, Los Angeles County, Judge Jane L. Johnson presiding
4 (granted final approval of settlement on behalf of employees at rehabilitation facility involving
5 claims for unpaid wages and meal and rest period violations, and other claims, in which I was
6 approved at an hourly rate of \$325 for work performed in 2012-2013); *Teyuca v. Pacific Alliance*
7 *Medical Center, Inc.*, California Superior Court, Los Angeles County, Judge William F.
8 Highberger presiding (granting final approval of settlement on behalf of healthcare workers for
9 unpaid wages, meal and rest period violations, and other claims, in which I was approved at an
10 hourly rate of \$325 for work performed in 2012-2013); *Arteaga v. Command Center Security,*
11 *Inc.*, Case No. BC480496, California Superior Court, Los Angeles County, Judge John Shepard
12 Wiley, Jr. presiding (granting final approval of settlement on behalf of security guards involving
13 claims for unpaid overtime, meal and rest period violations, and other claims, in which I was
14 approved at an hourly rate of \$425 for work performed in 2012-2015); *Casadine v. Maxim*
15 *Healthcare Services, Inc.*, Case No. CV 12-10078-DMG (CWx), United States District Court,
16 Central District of California, Judge Dolly M. Gee presiding (granting final approval of settlement
17 on behalf of home health care employees involving claims for unpaid wages and other claims, in
18 which I was approved at an hourly rate of \$425 for work performed in 2012-2015); *Guzman v.*
19 *Andrew Lauren Interiors, Inc., et al.*, Case No. BC567757, California Superior Court, Los
20 Angeles County, Judge Elihu M. Berle presiding (granting final approval of settlement on behalf
21 of construction workers involving claims for unpaid wages, meal and rest period violation, and
22 other claims, in which I was approved at an hourly rate of \$425 for work performed in 2014-
23 2016); *Booker v. The Goodyear Tire and Rubber Company*, Case No. BC498399, California
24 Superior Court, Los Angeles County, Judge Amy Hogue presiding (granting final approval of
25 settlement on behalf of tire mechanics involving claims for unpaid wages, meal and rest period
26 violations, and other claims, in which I was approved at an hourly rate of \$425 for work performed
27 in 2013-2015); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior
28 Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of

1 settlement on behalf of IT support workers for overtime, meal and period, reimbursement, and
2 related violations, approved at hourly rate of \$475 for work performed in 2016 and 2017); *Galvan*
3 *v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California
4 Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of
5 settlement on behalf of non-exempt employees of a chemical manufacturing company involving
6 claims for unpaid overtime and waiting time penalties); *Razon v. TTM Technologies, Inc., et al.*,
7 Case No. 37-2016-00038326-CU-OE-CTL, California Superior Court, San Diego County, Judge
8 Gregory W. Pollack presiding (granting final approval of settlement involving claims for unpaid
9 overtime wages, wage statement violations, and meal period violations); *Blank v. Coty, Inc., et*
10 *al.*, Case No. BC624850, California Superior Court, Los Angeles County, Judge Williams F.
11 Highberger presiding (granting final approval of settlement involving claims for wage statement
12 violations, meal period violations, and other claims); *Morales v. Caremeridian, LLC, et al.*, Case
13 No. BC593191, California Superior Court, Los Angeles County, Judge William F. Highberger
14 presiding (granting final approval of settlement on behalf of direct support professionals
15 involving claims for unpaid wages, meal and rest period violations, wage statement violations,
16 and other claims); *Aguilar v. Act Fulfillment, Inc.*, Case No. RIC1616643, California Superior
17 Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement
18 on behalf of non-exempt factory workers involving claims for meal period violations); *Sandoval*
19 *v. AMCOR Flexibles Inc.*, Case No. BC617499, California Superior Court, Los Angeles County,
20 Judge Kenneth R. Freeman presiding (granting final approval of settlement on behalf of
21 manufacturing employees involving claims for unpaid wages, meal period violations, rest period
22 violations, and waiting time penalties); *Le v. GBW Railcar Services, L.L.C.*, Case No.
23 RIC1612209, California Superior Court, Riverside County, Judge Sharon J. Waters presiding
24 (granting final approval of settlement on behalf of non-exempt employees of a freight railcar
25 manufacturer involving claims for unpaid overtime and minimum wages, meal period violations,
26 and rest period violations); *Silva v. ADJ Products, LLC*, Case No. BC618581, California Superior
27 Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of
28 settlement involving claims for unpaid overtime and minimum wages, rest period violations,

wage statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case No. CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt direct support professionals involving claims for meal and rest period violations and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319, California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid overtime wages, meal and rest period violations, failure to reimburse for necessary expenditures, and other claims); *Banegas v. UPM, Inc.*, Case No. BC644438, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid wages, meal and rest period violations, and other claims); *Palafox v. Pacific Line Clean-Up, Inc.*, Case No. 30-2017-00921632-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for unpaid overtime wages, meal and rest period violations, and other claims); *Janet Arroyo v. AST Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No. 30-2017-00909663-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders presiding (granting final approval of settlement on behalf of non-exempt garment employees involving claims for unpaid minimum wages, meal and rest period violations, and other claims); *Carlos Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and statutory penalties); *Jonathan Leon v. Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los Angeles County, Judge Amy D. Hogue presiding (granting final approval of settlement on behalf

1 of non-exempt commissioned salespersons and other employees involving claims for unpaid
2 wages, meal and rest period violations, unreimbursed business expenses, and other claims); and
3 *Matthew Tovar, et al. v. Rentokil North America, Inc.*, Case No. BC676386, California Superior
4 Court, Los Angeles County, Judge Daniel J. Buckley presiding (granting final approval of
5 settlement on behalf of non-exempt employees involving claims for unpaid overtime, meal and
6 rest break violations, and other claims); *Seungmin Samantha Lee v. Infor (US) Inc.*, Case No.
7 CGC-18-566393, California Superior Court, San Francisco County, Judge Ethan P. Schulman
8 presiding (granting final approval of settlement on behalf of sales development representatives
9 involving claims for unpaid overtime, meal and rest period violations, and penalty claims); *Tracy*
10 *Aguilar, et al. v. Aero Port Services, Inc.*, Case No. BC659234, California Superior Court, Los
11 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf
12 of non-exempt employees involving claims for meal and rest period violations, and other claims);
13 *Carlos Perez, et al. v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905, California
14 Superior Court, Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of
15 settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid
16 wages, meal and rest period violations, other claims); and *Julio Alfaro v. Orange Automotive*
17 *d/b/a Kia of Orange*, Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court,
18 Orange County, Judge Randall J. Sherman presiding (granting final approval settlement on behalf
19 of non-exempt commissioned employees involving claims for unpaid wages, meal and rest period
20 violations, unreimbursed business expenses, and penalty claims).

21 5. I have also moved to certify and have received an order certifying a class action in
22 *Ontiveros v. Safelite Fulfillment, Inc., et al.*, Case No. CV 15-7118-DMG (RAOx), United States
23 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six
24 classes of employees for rest period violations, wage statement violations, meal period violations,
25 and overtime and double-time violations); and *Vazquez v. Kraft Heinz Foods Company*, Case No.
26 16-CV-02749-WQH (BLM), United States District Court, Southern District of California,
27 Honorable William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes,
28 wage statement class, and waiting time penalty class).

1 6. In each year from 2018-2023, Thomson Reuters recognized me as a Top Young
2 Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an
3 honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty
4 in Southern California each year.

5 7. As co-counsel for Plaintiffs and the proposed Settlement Class, I have been
6 intimately involved in this case since its inception, and I believe that the proposed Settlement is
7 an excellent result for the Settlement Class.

8 8. In operation for over 40 years, Defendant Phenomenex, Inc. (“Phenomenex”) is in
9 the business of developing analytical chemistry solutions. Phenomenex manufactures
10 consumables which are used in applications such as clinical testing, environmental and food
11 safety products, and pharmaceutical discovery and development.

12 9. On January 13, 2023, Plaintiff Sanchez filed this class action asserting various
13 causes of action under the California Labor Code. On that same day, Plaintiff Sanchez sent her
14 Private Attorneys General Act (“PAGA”) notification letter to the Labor & Workforce
15 Development Agency (“LWDA”). Attached hereto as **Exhibit B** is a true and correct copy of
16 Plaintiff Sanchez’s January 13, 2023 LWDA Letter. Subsequently, on March 20, 2023, Plaintiff
17 Sanchez filed a First Amended Class and Representative Action Complaint adding a cause of
18 action for civil penalties under the PAGA. On June 2, 2023, the Court related the Sanchez and
19 Encabo Actions, and designated the Sanchez Action the lead case. On June 3, 2024, Plaintiffs
20 filed the operative Second Amended Consolidated Class and Representative Action (“SAC”),
21 alleging causes of action for: (1) minimum wage violations, (2) failure to pay all overtime wages,
22 (3) meal period violations, (4) rest period violations, (5) failure to pay all accrued and vested
23 vacation/PTO wages, (6) wage statement violations, (7) waiting time penalties, (8) unfair
24 competition, and (9) civil penalties under the PAGA.

25 10. Prior to reaching the Settlement, the Parties engaged in extensive formal
26 discovery. Phenomenex provided my office with timekeeping and payroll records for all of the
27 non-exempt employees during the Class Period, as well as Plaintiffs’ complete personnel files,
28 Phenomenex’s written policies, and other information. In advance of mediation, Phenomenex also

provided relevant data points such as the total number of putative class members and the number of aggregate workweeks worked by putative class members during the Class Period. With the help of a retained expert, Plaintiffs conducted a comprehensive analysis of the payroll and timekeeping data produced by Phenomenex to create a detailed exposure analysis for all claims at issue. This discovery allowed the Parties to assess the merits and value of Plaintiffs' claims, the chances of certification of Plaintiffs' claims, and Phenomenex's potential defenses.

11. On March 5, 2024, the Parties participated in a full-day mediation with the Honorable Amy D. Hogue, a well-respected wage and hour class action mediator. During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiffs' claims, and the legal basis for the claims and defenses. The case did not settle at mediation, and the Parties resumed formal discovery. After several more months, the Parties resumed their settlement discussions and ultimately reached a class-wide settlement, eventually finalizing the terms of the Settlement and executed the long-form Class Action and PAGA Settlement Agreement and Class Notice now before the court. A true and correct copy of the Class Action and PAGA Settlement Agreement and Class Notice is attached hereto as **Exhibit A**. The proposed Class Notice is attached as **Exhibit 1** to the Settlement Agreement. Attached as **Exhibit C** is a true and correct copy of a redlined version of the LASC Model Class Action and PAGA Settlement Agreement and Class Notice.

12. The monetary terms of the Settlement are summarized below:

• Gross Settlement Amount:	\$490,000.00
• Minus Court-approved attorneys' fees:	\$163,333.33
• Minus Court-approved verified costs (up to):	\$30,000.00
• Minus Court-approved Service Payments:	\$15,000.00 (total)
• Minus amount set aside as PAGA payments:	\$30,000.00
• <u>Minus estimated settlement administration costs:</u>	<u>\$7,850.00</u>
Net Settlement Amount:	\$243,816.67
• Plus 25% "PAGA Payment" to Settlement Class:	\$7,500.00
Total Amount Paid to Class Members:	\$251,316.67

13. According to Phenomenex, there are approximately 425 Class Members. Therefore, the average Individual Class Payment from the Net Settlement Amount is projected to be approximately \$573.69. There are also approximately 315 Aggrieved Employees during the

PAGA Period who will each receive an average of approximately \$23.81 from the PAGA Payment.

14. Plaintiffs contend that from the beginning of the Class Period until approximately October 2022, Phenomenex utilized a timekeeping system that systematically underpaid wages to Class Members. Specifically, Plaintiffs contend that although Phenomenex's timekeeping system recorded hours worked to the minute, Phenomenex rounded employee punches, resulting over time in Phenomenex's systematic underpayment of wages. Based on Plaintiffs' analysis of Phenomenex's timekeeping and payroll data, Plaintiffs estimate that Class Members were underpaid by approximately 4,626 hours during the Class Period. Based on an average overtime rate of pay for Class Members of \$33.09, Plaintiffs calculated Phenomenex's maximum exposure on this claim at approximately \$153,074 (4,626 unpaid hours * \$33.09 average overtime rate of pay). However, Phenomenex counters that its timekeeping policies/practices complied with California law and that it has always properly compensated Class Members for all hours worked throughout the Class Period. Phenomenex contends that it utilized an even-handed timekeeping system that, on balance, resulted in employees being paid for all hours actually worked. Phenomenex contends that no pre-shift work was actually being performed, and therefore, any rounded time is not compensable. Phenomenex also argues that it stopped its rounding policies/practices in approximately October 2022, thereby cutting off any liability for this claim. Finally, Phenomenex asserts that Plaintiffs would be unable to certify this claim since its timekeeping policies/practices are facially neutral and individualized inquiries would be necessary as to whether employees were in fact underpaid for each workday in question (including whether they were actually working when they were clocked in), resulting in an unmanageable series of mini-trials. In light of Phenomenex's arguments and defenses, Plaintiffs discounted the maximum recovery on this claim by 50% to account for the risk of non-certification and an additional 60% to account for being unsuccessful on the merits or failure to recover the full amount sought, for a projected total of approximately \$30,615.

15. Plaintiffs allege that Phenomenex routinely failed to provide Plaintiffs and other non-exempt employees with 30-minute meal period commencing before the end of the fifth hour

1 of work. Based on Plaintiffs' review of the timekeeping records Phenomenex produced, there
2 were approximately 60,628 facial meal period violations during the Class Period. Phenomenex
3 represents that it paid approximately 6,032 meal period premiums during the Class Period.
4 Therefore, Plaintiffs calculated Phenomenex's maximum exposure for meal period violations at
5 approximately \$1,204,388 ([60,628 non-compliant first meal periods - 6,032 premiums paid] *
6 \$22.06 average meal period premium). Phenomenex counters that it maintained compliant meal
7 period policies throughout the Class Period and that the company always provided compliant
8 meal periods in line with those policies. Phenomenex further contends that it always provided
9 employees the opportunity to take meal periods and is not required to ensure they are taken. Thus,
10 Phenomenex argues that any missed, late or short meal periods resulted from lawful employee
11 choice rather than any policy and/or practice of Phenomenex. Phenomenex also argues that it paid
12 meal period premiums for any facially non-compliant meal periods. Finally, Phenomenex argues
13 that these claims are not suited for class treatment, as individual inquiries would be needed to
14 assess which employees took non-compliant meal periods or missed meal periods, how many
15 meal periods were non-compliant or missed, and the reasons why a particular employee did not
16 take a compliant meal period on a particular shift. In light of these defenses and arguments,
17 Plaintiffs discounted Phenomenex's maximum exposure by 55% for the risk of non-certification,
18 and an additional 65% to account for Phenomenex's defenses on the merits or failing to recover
19 the full amount sought, to arrive at an estimated total of approximately \$189,691.

20 16. Plaintiffs also allege that Class Members were not provided with off-duty rest
21 periods due to work demands imposed by Phenomenex. Based on Plaintiffs' analysis of employee
22 timekeeping records, there were approximately 283,933 shifts in excess of 3.5 hours worked by
23 Class Members during the Class Period. As such, Plaintiffs calculate Phenomenex's maximum
24 exposure for rest period violations at \$6,263,562 (283,933 rest period eligible shifts * \$22.06
25 average premium). Phenomenex counters that it maintained and enforced lawful rest period
26 policies/practices during the Class Period, and has, in fact, authorized and permitted all required
27 rest periods to Class Members. Furthermore, Phenomenex argues that Plaintiffs' rest period claim
28 is not amenable to class treatment, since individual inquiries would be required to determine

1 which employees failed to receive full 10-minute rest periods, how many 10-minute rest periods
2 they failed to take, and the reasons why each employee failed to take rest period(s) on a particular
3 shift. These manageability concerns are especially pertinent with respect to rest period claims,
4 Phenomenex argues, given that rest periods are not recorded. Given these defenses, Plaintiffs
5 discounted this maximum amount by 80% for risk of non-certification, and an additional 80% for
6 a risk of being unsuccessful on the merits or of failing to recover the full amount sought, to arrive
7 at an estimated realistic exposure of approximately \$250,542.

8 17. Plaintiffs allege that Phenomenex failed to pay Class Members all overtime wages
9 owed as a result of its failure to include the value of all non-discretionary bonuses into the “regular
10 rate” of pay, including payments denoted as “Icp pay” and “VP gift card.” Based on a review of
11 payroll records by Plaintiffs’ expert, overtimes wages owed to employees due to the failure to
12 include various payments into the regular rate was approximately \$48,964. Phenomenex argues
13 that it properly included all forms of remuneration when calculating the regular rate of pay, and
14 therefore, paid all overtime wages to Class Members. Phenomenex contends the vast majority of
15 additional payments at issue are discretionary bonuses and thus need not be included in the regular
16 rate. Phenomenex further argues that Class Members received different types of bonuses
17 throughout the Class Period, creating substantive differences among the Class Members with
18 respect to the incentives received, making class certification unlikely. In light of these defenses,
19 Plaintiffs discounted the maximum amount that the class could potentially recover by 35% for
20 risk of non-certification and discounted an additional 50% for risk of being unsuccessful on the
21 merits or failure to recover the full amount sought, to arrive at an estimated total of approximately
22 \$15,914.

23 18. As a result of the unpaid wages and unpaid meal and rest period premium wages
24 described above, Plaintiffs allege that Phenomenex is liable for wage statement penalties pursuant
25 to Labor Code § 226. Those penalties are calculated as \$50 for each “initial” violation and \$100
26 for each “subsequent” violation, with a maximum of \$4,000 per employee. *See* Labor Code §
27 226(e). Plaintiffs’ analysis reflected that there were approximately 315 unique employees and
28 approximately 14,185 pay periods worked during the liability period applicable to Plaintiffs’

1 wage statement claim. Plaintiffs, therefore, assumed the maximum \$4,000.00 penalty for each
2 employee and calculated Phenomenex's potential wage statement exposure at approximately
3 \$1,260,000.00 (315 employees * \$4,000 maximum penalty)]. Phenomenex argues any alleged
4 wage statement violations were not "knowing and intentional," and Plaintiffs cannot show that
5 they or other employees "suffer[ed] injury" due to the alleged wage statement violations, as
6 required by Labor Code § 226(e) for the imposition of penalties. Further, Phenomenex contends
7 its wage statements always accurately reflected hours worked and amounts paid as well as all
8 other required information, precluding liability for wage statement penalties. In light of these
9 defenses, Plaintiffs discounted the maximum exposure by 80% for risk of non-certification, and
10 by an additional 80% for risk of being unsuccessful on the merits, for an estimated realistic
11 exposure of approximately \$50,400.

12 19. As a further result of the unpaid wages and unpaid meal and rest period premium
13 wages described above, Plaintiffs allege that Phenomenex failed to comply with its final pay
14 obligations set forth in Labor Code §§ 201-203. Phenomenex's records show approximately 121
15 Class Members who are eligible for waiting time penalties. Based on an hourly rate of \$22.06,
16 Plaintiffs estimated the average waiting time penalty per former employee to be approximately
17 \$5,294 ($\$22.06 * 8 \text{ hours per day} * 30 \text{ days}$). Therefore, Plaintiffs calculated Phenomenex's
18 maximum exposure for potential waiting time penalties to be approximately \$640,574 (121
19 former employees * \$5,294 average penalty). Phenomenex argues that it possesses strong, good-
20 faith defenses to Plaintiffs' underlying claims, thus precluding recovery of waiting time penalties,
21 which are only available for the "willful" failure to pay wages. Phenomenex further asserts that
22 Plaintiffs' waiting time penalty exposure was grossly inflated as not every former employee
23 experienced the alleged Labor Code violations. To account for Phenomenex's defenses, Plaintiffs
24 discounted the maximum exposure by 80% for the risk of non-certification and an additional 80%
25 for the risk of losing on the merits and/or not receiving the maximum penalties sought, to arrive
26 at an estimated exposure of approximately \$25,623.

27 20. As a result of the foregoing Labor Code violations, Plaintiffs allege that
28 Phenomenex is liable for civil penalties under the PAGA. Plaintiffs estimated a maximum total

1 PAGA exposure of approximately \$1,418,500.00 (14,185 pay periods * \$100 “initial” penalty).
2 Since Plaintiffs’ PAGA claim is derivative of Plaintiffs’ underlying wage claims, Phenomenex
3 asserts the PAGA claim would fail with those claims. Phenomenex further maintains that, given
4 its good-faith defenses, this Court would exercise its discretion to substantially reduce any PAGA
5 penalties if it were to find Phenomenex liable for any of Plaintiffs’ claims. Phenomenex also
6 asserts that the Court would drastically reduce any award of PAGA penalties as “confiscatory.”
7 Therefore, Plaintiffs discounted the maximum figure by 80% for the risk of losing on the merits
8 and/or not recovering a PAGA penalty for each and every pay period, and an additional 85% to
9 account for the possibility of this Court reducing penalties, to arrive at an estimated exposure of
10 approximately \$42,555.

11 21. Using these estimated figures for each of the claims described above, Plaintiffs
12 predicted that the potential realistic recovery for the Settlement Class would be approximately
13 \$605,340. The proposed Settlement of \$490,000.00 represents approximately 81% of the
14 reasonably forecasted recovery for the Settlement Class. Preliminary approval is appropriate since
15 the Settlement will provide significant monetary relief to the Settlement Class, which is consistent
16 with what Plaintiffs’ counsel believes could have been recovered had the case proceeded through
17 trial.

18 22. Although the Parties engaged in significant formal and informal discovery prior to
19 mediation, the Parties still had significant formal discovery to complete had the matter not been
20 settled. This would have required the expenditure of substantial time and resources by both Parties
21 that would have very likely spanned several years. Even if Plaintiffs were to certify the proposed
22 classes, the Parties would incur considerably more attorneys’ fees and costs through a possible
23 decertification motion, trial, and possible appeal. This Settlement avoids those risks and the
24 accompanying expense.

25 23. Class Counsel will apply for an attorneys’ fees award of one-third of the Gross
26 Settlement Amount, which is currently estimated to be \$163,333.33, and up to \$30,000.00 in
27 verified costs reimbursement. Plaintiffs submit the requested fee is fair compensation for
28 undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee

1 basis. Class Counsel has incurred substantial attorneys' fees conducting pre-filing investigation,
2 analyzing Plaintiffs' claims, conducting legal research, conducting extensive formal and informal
3 discovery, analyzing Class Members' timekeeping and payroll records, creating a comprehensive
4 damages model with the assistance of a retained damages expert, preparing for and attending
5 mediation, negotiating and preparing the long-form Class Action and PAGA Settlement and Class
6 Notice, preparing this Motion, and otherwise litigating the case. Class Counsel expects to expend
7 additional attorney time in attending the hearing on this Motion, overseeing the Notice process
8 and fielding questions from Settlement Class members, preparing the Final Approval papers, and
9 attending the Final Approval hearing.

10 24. Plaintiffs will apply for a Class Representative Service Payments at the time of
11 seeking final approval of the proposed class action settlement in the amount of \$7,500 each
12 (\$15,000 total) for their service to the Settlement Class. As will be fully briefed at the time of
13 final approval, Plaintiffs' requested Service Payments are intended to recognize the time and
14 effort Plaintiffs expended on behalf of the Settlement Class, including providing substantial
15 factual information and documents to Class Counsel, responding to formal written discovery,
16 discussing the claims and theories at issue in the litigation, actively participating in the
17 prosecution of their claims, as well as the significant risks Plaintiffs undertook by agreeing to
18 serve as the named plaintiffs in this case.

19 I declare under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct. Executed on October 6, 2025, at El Segundo, California.

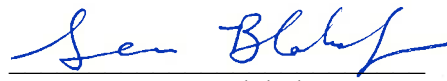
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22 Sean M. Blakely
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EXHIBIT A

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Keila Sanchez and Caryl Lyra Encabo (“Plaintiffs”) and defendant Phenomenex, Inc. (“Phenomenex”). The Agreement refers to Plaintiffs and Phenomenex collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means Plaintiff Keila Sanchez’s lawsuit alleging wage and hour violations against Phenomenex captioned *Keila Sanchez v. Phenomenex, Inc., et al.* initiated on January 13, 2023 and pending in Superior Court of the State of California, County of Los Angeles, Case No. 23STCV00761, as well as Plaintiff Caryl Lyra Encabo’s lawsuit alleging wage and hour violations against Phenomenex captioned *Caryl Lyra Encabo v. Phenomenex, Inc., et al.* initiated on April 25, 2023, Case No. 23STCV09140, pending in Superior Court of the State of California, County of Los Angeles, and all complaints filed in each of the above lawsuits.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “PAGA Employee” means a person employed by Phenomenex in California as a non-exempt employee during the PAGA Period.
- 1.5. “Class” means all persons employed by Phenomenex in California as non-exempt employees during the Class Period, excluding those who signed severance agreements.
- 1.6. “Class Counsel” means Paul K. Haines, Sean M. Blakely, and Joel M. Gordon of Haines Law Group, APC, and Joseph Lavi, Vincent C. Granberry, James Clark, and Matthew J. Gustin of Lavi & Ebrahimian, LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as

either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as a PAGA Employee).

- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from January 13, 2019 through February 17, 2025.
- 1.13. “Class Representative” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representatives for initiating the Actions and providing services in support of the Actions.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “Phenomenex” means named Defendant Phenomenex, Inc.
- 1.17. “Defense Counsel” means Timothy M. Rusche of McGuireWoods LLP.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the parties receive notice that the Court has entered a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for

Final Approval of the Settlement.

- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means \$490,000.00 which is the total amount Phenomenex agrees to pay under the Settlement except as provided in Paragraphs 9 and 10 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator’s Expenses.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the PAGA Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which a PAGA Employee worked for Phenomenex for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from January 13, 2022 through February 17, 2025.

- 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. "PAGA Notice" means Plaintiff Keila Sanchez's January 13, 2023 letter to Phenomenex and the LWDA purporting to provide notice pursuant to Labor Code section 2699.3, subd.(a) and Plaintiff Caryl Lyra Encabo's April 25, 2023 letter to Phenomenex and the LWDA purporting to provide pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. "PAGA Payment" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Employees (\$7,500.00) and the 75% to LWDA (\$22,500.00) in settlement of PAGA claims.
- 1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. "Plaintiffs" means Keila Sanchez and Caryl Lyra Encabo, the named plaintiffs in the Action.
- 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval of Class Action and PAGA Settlement.
- 1.39. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.
- 1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 6.3 below.
- 1.41. "Released Parties" means: Phenomenex and each of its former and present directors, officers, officials, shareholders, owners, members, employees, agents, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, affiliates, and anyone acting for or on any of their behaves.
- 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and PAGA Employees, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

1.45. “Workweek” means any week during which a Class Member performed work for Phenomenex for at least one day during the Class Period.

2. RECITALS.

2.1. On January 13, 2023, Keila Sanchez commenced this Action by filing a Class Action Complaint against Phenomenex. On March 20, 2023, Sanchez filed a First Amended Class and Representative Action Complaint. On April 25, 2023, Caryl Lyra Encabo filed a Class Action Complaint against Phenomenex. On June 30, 2023, Encabo filed a PAGA action against Phenomenex. On June 3, 2024, Plaintiff Sanchez filed the operative Second Amended Consolidated Class and Representative Action Complaint adding Encabo as a named plaintiff and alleging causes of action for (1) minimum wage violations; (2) failure to pay all overtime wages, (3) meal period violations; (4) rest period violations, (5) failure to pay all accrued and vested vacation/PTO wages, (6) wage statement violations, (7) waiting time penalties, (8) unfair competition, and (9) civil penalties under the Private Attorneys General Act, Labor Code sections 2698, *et seq.* Phenomenex denies the allegations in the Action, denies any failure to comply with the laws identified in in the Action and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs allege that they gave timely written notice to Phenomenex and the LWDA by sending the PAGA Notice.

2.3. On March 5, 2024, the Parties participated in an all-day mediation presided over by the Hon. Amy D. Hogue (Ret.). The case did not settle at mediation, but the Parties continued settlement discussions in the months that followed and eventually reached a resolution outlined in this this Agreement.

2.4. Prior to mediation, Plaintiffs obtained, through formal discovery, payroll and timekeeping records for all putative class members, Phenomenex’s relevant written policies and/or procedures during the Class Period, and relevant data points Plaintiffs required in order to calculate the damages in the case. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5. The Court has not granted class certification.

2.6. After execution of this Agreement, but before moving for Preliminary Approval, Plaintiffs shall file a Third Amended Complaint, adding claims based on Encabo’s PAGA Notice. Defendant need not file an answer to the Third Amended Complaint.

- 2.7. Pursuant to Labor Code section 2699.3(s), Plaintiffs shall submit the proposed settlement to the LWDA.
- 2.8. The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraphs 9 and 10 below, Phenomenex promises to pay \$490,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Phenomenex has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Phenomenex.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$7,500.00 for each Plaintiff (\$15,000.00 total) (in addition to any Individual Class and PAGA Payments the Class Representatives are entitled to receive as a Participating Class Members). Phenomenex will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments and issue IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments and holds Phenomenex harmless, and indemnifies Phenomenex, from any dispute or controversy regarding any division or sharing of any of these Payments.
 - 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3), which is currently estimated to be \$ 163,333.33 and a Class

Counsel Litigation Expenses Payment of not more than \$ 30,000.00. Phenomenex will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment issuing one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Phenomenex harmless, and indemnifies Phenomenex, from any dispute or controversy regarding any division or sharing of any of these Payments. Plaintiff, Class Counsel, Class Members, and PAGA Employees waive any additional claim for attorneys' fees and costs incurred in connection with the Action, if Final Approval is granted by the Court and the Effective Date passes.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$7,850.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$7,850.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for [e.g., interest and penalties] (the "Non-Wage Portion").^{vi} The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not

receive any Individual Class Payments, except that if the Non-Participating Class Member is a PAGA Employee, they shall nonetheless receive their Individual PAGA Payment. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and PAGA Employees: PAGA Payment in the amount of \$30,000.00 to be paid from the Gross Settlement Amount, with 75% (\$22,500.00) allocated to the LWDA PAGA Payment and 25% (\$7,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees' 25% share of PAGA Payment (\$7,500.00) by the total number of PAGA Period Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves a PAGA Payment of less than the amount requested, then the other terms of this Agreement shall remain in effect the Administrator will allocate the remainder to the Net Settlement Amount. But some approval of a PAGA Payment is a material term. If the Court does not approve a PAGA Payment, then the entire Agreement will be, at Defendant's sole discretion, void and unenforceable, provided that the Parties first have an opportunity to cure such non-approval of the PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Phenomenex estimates there are 425 Class Members who collectively worked a total of 60,517 weeks from January 13, 2019 through February 17, 2025 and 315 PAGA Employees who worked a total 14,185 of pay periods from January 14, 2022 through February 17, 2025.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Phenomenex will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Phenomenex has a continuing duty to immediately notify Class Counsel if it

discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Phenomenex must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of Gross Settlement Amount. Phenomenex shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Phenomenex's share of payroll taxes by transmitting the funds to the Administrator no later than 25 days after the Effective Date.

4.3.1 Discharge of Obligations. Phenomenex shall fully discharge its obligations in this Action and under this Agreement to Plaintiffs, Class Members, Participating Class Members, and PAGA Employees through the remittance of the Gross Settlement Amount and Phenomenex's share of payroll taxes to the Qualified Settlement Fund, regardless of whether settlement checks are actually negotiated by Participating Class Members. Once Phenomenex has complied with its obligation to fund the Gross Settlement Amount and its share of payroll taxes, it will be deemed to have satisfied all terms and conditions under this Agreement, shall be entitled to all protections afforded to it under this Agreement, and shall have no further obligations under the terms of this Agreement, regardless of what occurs with respect to the further administration of the Settlement, including any requests to be included in the Class, challenges to the completeness or accuracy of any Individual Class Payment or PAGA Employee Payment, or issues regarding the completeness or accuracy of the class data.

- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Phenomenex funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual

PAGA Payments to all PAGA Employees including Non-Participating Class Members who qualify as PAGA Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Phenomenex to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Phenomenex fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and PAGA Employees will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, executors, agents, attorneys, heirs, administrators, successors, trustees, guardians and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred at any time up to the execution of this Agreement, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the complaints in the Action, (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the complaints in the Action, Plaintiffs' PAGA Notices, or ascertained during the Action and released under 6.3, below; and (c) all claims arising from Plaintiffs' employment with Defendant. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce

this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

For purposes of Plaintiffs' Release and as partial consideration for the Class Representative Service Payment, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542, which reads:

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

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, executors, agents, attorneys, heirs, administrators, successors, trustees, guardians, and assigns, release Released Parties from (i) all claims, debts, liabilities, demands, damages, obligations, penalties, guarantees, costs, expenses, attorneys' fees and causes of action that were alleged, or reasonably could have been alleged, based on claims arising during the Class Period and allegations stated in the complaints in the Action, regardless of theory of liability, including claims for failure to pay minimum wages, failure to pay overtime wages, rounding or time shaving, regular rate violations, meal period violations, rest period violations, failure to pay vacation and PTO, wage statement violations, waiting-time penalties, unfair competition, violation of Labor Code sections 201, 202, 203, 204, 210, 216, 226, 226.7, 227.3, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, and 1198, claims under the applicable Wage Order as well as under Business and Professions Code section 17200 et seq. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested retirement or ERISA benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by PAGA Employees: PAGA Employees are deemed to release, on behalf of themselves and their respective former and present representatives, executors, agents, attorneys, heirs, administrators, successors, trustees, guardians, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on claims arising during the PAGA Period and allegations stated in the Action or the PAGA Notices, regardless of theory of liability, claims for failure to pay minimum wages, failure to pay overtime wages, rounding or time shaving, regular rate violations, meal period

violations, rest period violations, failure to pay vacation and PTO, wage statement violations, waiting-time penalties, unfair competition, violation of Labor Code sections 201, 202, 203, 204, 210, 216, 226, 226.7, 227.3, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, and 1198.

- 6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1 Phenomenex’s Declaration in Support of Preliminary Approval. Within 10 days of the full execution of this Agreement, Phenomenex will prepare and deliver to Class Counsel a signed Declaration from Phenomenex and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Phenomenex shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiffs’ Responsibilities. Plaintiffs will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) a proposed order enjoining Class Members from initiating or pursuing a separate action or charge regarding a claim released by this Settlement, until such time as the Class Member submits a Request for Exclusion. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of the Parties. The Parties are jointly responsible for

expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Plaintiffs are responsible for delivering the Court's Preliminary Approval to the Administrator.

- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval, the supporting declarations and documents, and the proposed order, the Parties will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, the Parties will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns; provided, however, if the Court effects a material change to the Agreement—such as increasing any amount that Defendant must pay or altering the scope of the releases, then the entire Agreement will be void and unenforceable in Defendant's sole discretion and Defendant must pay the Administrative Costs incurred up to that point.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event

later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Phenomenex or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice before the Final Approval Hearing, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class

Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, last four digits of your social security number and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall

promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails. The Administrator shall prepare and file all required state and federal tax forms and shall remit all tax payments and required documentation to federal and state taxing authorities.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall

email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's

declaration in Court.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Phenomenex estimates that, as of the date of this Settlement Agreement, (1) there are 426 Class Members and 60,517 Total Workweeks from January 13, 2019 through February 17, 2025 and (2) there were 315 PAGA Employees who worked 14,185 Pay Periods from January 14, 2022 through January 17, 2025. If at preliminary approval, the number of workweeks as of January 17, 2025 was incorrect by 10% or more (i.e., there are 66,568 or more workweeks as of that date), either: (1) the Gross Settlement Amount will increase on a proportional basis for any amount in excess of the 10% (i.e., if there was a 12% increase in the number of workweeks, Phenomenex shall increase the Gross Settlement Amount by 2%); or (2) Phenomenex may void this Agreement in its sole discretion and pay Administration Expenses incurred to that date.
9. **PHENOMENEX'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Phenomenex may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Phenomenex withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Phenomenex will remain responsible for paying all Settlement Administration Expenses incurred to that point. Phenomenex must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order, permanently enjoining all Participating Class Members and PAGA Members from pursuing or seeking to reopen claims that have been released by this Agreement, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by

revising the Agreement as necessary to obtain Final Approval; provided, however, if the Court effects a material change to the Agreement—such as increasing any amount that Defendant must pay or altering the scope of the releases, then the entire Agreement will be void and unenforceable in Defendant’s sole discretion and Defendant must pay the Administrative Costs incurred up to that point. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the Gross Settlement Amount or the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court’s concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur provided, however, Defendant is under no obligation to agree to increase the Gross Settlement Amount (except as otherwise provided in Paragraph 9). An appellate decision to vacate, reverse, or modify the Court’s award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil

Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

- 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Phenomenex that any of the allegations in any complaint in the Actions have merit or that Phenomenex has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Phenomenex's defenses in the Action have merit. Phenomenex denies (1) all the material allegations in this Action, (2) that it violated any applicable laws, (3) that it is liable for damages, penalties, interest, restitution, attorneys' fees, or costs, or for any other remedy on account of the claims asserted in the Action, and (4) that class certification or representative treatment is appropriate as to any claim in the Action. Phenomenex contends that its policies, procedures, and practices comply with all laws asserted in the Action. Any statements in this Agreement are made for settlement purposes only.
- 12.2 The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Phenomenex reserves the right to contest certification of any class for any reasons, and Phenomenex reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Phenomenex's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 12.3 Confidentiality Prior to Preliminary Approval. The Parties separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. The Parties separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was

resolved,” or words to that effect. Plaintiff and Class Counsel will not publish the fact of, or terms of, this Settlement or any related information on any website, for advertising purposes and/or in publication materials generally available to the public. Further, Class Counsel and Plaintiff agree not to issue press releases or initiate any public statements regarding the Settlement, including but not limited to in the media or on the Internet, with the exception of the Class Notice. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members. Nothing in this Agreement prevents Plaintiffs from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that he has reason to believe is unlawful, or discussing with any person or persons wages, hours or other terms and conditions of employment, nor from engaging in lawful protected activity with or on behalf of coworkers regarding same. Should Plaintiffs or Class Counsel intentionally breach this provision, Plaintiffs shall forfeit to Phenomenex the full amount of Plaintiff’s Class Representative Service Payment. Phenomenex may also enforce this provision through an action for injunctive relief. Plaintiff waives any obligation to post a bond in connection with any such action.

12.4 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

12.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.6 Attorney Authorization. Plaintiffs and Phenomenex separately warrant and represent that they have authorized Class Counsel and Defense Counsel, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties agree that Class Members are so numerous that it is impossible or impractical to have each Class Member execute this Agreement. This Agreement may be executed on behalf of Class Members by the Class Representative.

12.7 Cooperation. The Parties will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the

Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 12.8 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.9 No Tax Advice. Neither Plaintiffs, Class Counsel, Phenomenex nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court, except that modifications to any dates provided in this Agreement that do not materially alter the parties respective obligations may be agreed to by counsel for the Parties without Court approval.
- 12.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provision valid to the fullest extent possible so as to render all provisions of this Agreement enforceable.
- 12.14 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Phenomenex in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only

with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Phenomenex unless, prior to the Court's discharge of the Administrator's obligation, Phenomenex makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.17 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.18 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Haines Law Group, APC
Paul K. Haines
phaines@haineslawgroup.com
Sean M. Blakely
sblakely@haineslawgroup.com
Joel M. Gordon
jgordon@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245

Lavi & Ebrahimian LLP
Joseph Lavi
jlavi@lelawfirm.com
Vincent C. Granberry
vgranberry@lelawfirm.com
Matthew J. Gustin, Esq.
mgustin@lelawfirm.com
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211

To Phenomenex:

McGuireWoods LLP
Timothy M. Rusche
trusche@mcguirewoods.com
1800 Century Park E, 8th Floor,
Los Angeles, California 90067

12.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Date: 09/21/2025

Keila Sanchez
Keila Sanchez

PLAINTIFF

Date: _____

Caryl Lyra Encabo

PLAINTIFF

Date: 9/30/2025 | 00:17:35 PDT

PHENOMENEX, INC.
Signed by:
By: *Kaveh Kahen*

357DB560DC8F4BE...
Kaveh Kahen
President

APPROVED AS TO FORM ONLY:

McGuireWoods LLP
Timothy M. Rusche
trusche@mcguirewoods.com
1800 Century Park E, 8th Floor,
Los Angeles, California 90067

12.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Date: _____

Keila Sanchez

PLAINTIFF

Date: 09/19/2025

Caryl Lyra Encabo

Caryl Lyra Encabo

PLAINTIFF

Date: _____

PHENOMENEX, INC.

By: _____

APPROVED AS TO FORM ONLY:

Date: September 22, 2025

HAINES LAW GROUP, APC



Paul K. Haines
Sean M. Blakely
Joel M. Gordon
Attorneys for Plaintiffs

Date: _____

LAVI & EBRAHIMIAN LLP

Joseph Lavi
Vincent C. Granberry
Matthew J. Gustin
Attorneys for Plaintiffs

Date: 10/1/25

MCGUIREWOODS LLP



Timothy M. Rusche
Attorneys for Defendant

Date: _____

HAINES LAW GROUP, APC

Paul K. Haines
Sean M. Blakely
Joel M. Gordon
Attorneys for Plaintiffs

Date: 09/19/2025

LAVI & EBRAHIMIAN LLP



Joseph Lavi
Vincent C. Granberry
Matthew J. Gustin
Attorneys for Plaintiffs

Date: _____

MCGUIREWOODS LLP

Timothy M. Rusche
Attorneys for Defendant



EXHIBIT 1

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

Sanchez v. Phenomenex, Inc., Case No. 23STCV00761

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being
sued.***

You may be eligible to receive money from an employee class action lawsuit ("Action") against Phenomenex, Inc. ("Phenomenex") for alleged wage and hour violations. The Action was filed by former employees Keila Sanchez and Caryl Lyra Encabo ("Plaintiffs") and seeks payment of (1) purported back wages and other relief for a class of hourly employees ("Class Members") who worked for Phenomenex during the Class Period (January 13, 2019 through February 17, 2025; and (2) alleged penalties under the California Private Attorney General Act ("PAGA") for all hourly employees who worked for Phenomenex during the PAGA Period (January 13, 2022 through February 17, 2025) ("PAGA Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Phenomenex to fund Individual Class Payments, and (2) a PAGA Settlement requiring Phenomenex to fund Individual PAGA Payments and a payment to the California Labor and Workforce Development Agency ("LWDA").

Based on Phenomenex's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Phenomenex's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Phenomenex's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

**THE COURT HAS NOT CONCLUDED THAT PHENOMENEX DID ANYTHING
WRONG OR THAT IT OWES YOU ANY MONEY. IT ENTERED THIS SETTLEMENT TO
AVOID THE TIME AND EXPENSE OF LITIGATION.**

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. 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. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will

be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Phenomenex to make payments under the Settlement and requires Class Members and PAGA Employees to give up their rights to assert certain claims against Phenomenex.

If you worked for Phenomenex during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period claims and PAGA Period claims against Phenomenex .
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period claims against Phenomenex , and, if you are a PAGA Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Phenomenex will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Phenomenex that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Phenomenex must pay Individual PAGA Payments to all PAGA Employees and the PAGA Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Phenomenex’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Phenomenex employee. The Action alleges Phenomenex violated California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Paul K. Haines, Sean M. Blakely, and Joel M. Gordon from Haines Law Group, APC, and Joseph Lavi, Vincent C. Granberry, and Matthew J. Gustin from Lavi & Ebrahimian LLP (“Class Counsel.”)

Phenomenex strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Phenomenex or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Phenomenex hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Phenomenex have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Phenomenex does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Phenomenex has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Phenomenex has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Phenomenex will Pay \$490,000.00 as the Gross Settlement Amount. Phenomenex has agreed to deposit the Gross Settlement into an account controlled by the

Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Phenomenex will fund the Gross Settlement Amount not more than 25 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed. .

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$ 163,333.33 (one-third [33.33%]) of the Gross Settlement Amount to Class Counsel for attorneys' fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 to each Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. The Class Representative Awards will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$7,850.00 to the Administrator for services administering the Settlement.
 - D. Up to \$30,000.00 for a PAGA Payment, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Phenomenex are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties, interest, etc. ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Phenomenex will separately pay employer payroll taxes on the Wage

Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. .

Although Plaintiffs and Phenomenex have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Phenomenex.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Phenomenex based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Phenomenex have agreed that, in either case, the Settlement will be void: Phenomenex will not pay any money and Class Members will not release any claims against Phenomenex. .

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Phenomenex has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Phenomenex or related entities based on incidents during the Class Period or allegations in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

On behalf of themselves and their respective former and present representatives, executors, agents, attorneys, heirs, administrators, successors, trustees, guardians, and assigns, Participating Class Members release Released Parties from (i) all claims, debts, liabilities, demands, damages, obligations, penalties, guarantees, costs, expenses, attorneys’ fees and causes of action that were alleged, or reasonably could have been alleged, based on claims arising during the Class Period and allegations stated in the complaints in the Action, regardless of theory of liability, including claims for failure to pay minimum wages, failure to pay overtime wages, rounding or time shaving, regular rate violations, meal period violations, rest period violations, failure to pay vacation and PTO, wage statement violations, waiting-time penalties, unfair competition, violation of Labor Code sections 201, 202, 203, 204, 210, 216, 226, 226.7, 227.3, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, and 1198, and claims under the applicable Wage Order as well as under Business and Professions Code section 17200 et seq. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. PAGA Employees’ PAGA Release. After the Court’s judgment is final, and Phenomenex has paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all PAGA Employees will be barred from asserting PAGA claims against Phenomenex, whether or not they exclude themselves from the Settlement. This means that all PAGA Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot

sue, continue to sue, or participate in any other PAGA claim against Phenomenex or its related entities based on incidents during the PAGA Period based on facts and allegations in the Action and resolved by this Settlement.

The PAGA Employees' Releases for Participating and Non-Participating Class Members are as follows:

PAGA Employees are deemed to release, on behalf of themselves and their respective former and present representatives, executors, agents, attorneys, heirs, administrators, successors, trustees, guardians, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on claims arising during the PAGA Period and allegations stated in the Action or the PAGA Notices, regardless of theory of liability, claims for failure to pay minimum wages, failure to pay overtime wages, rounding or time shaving, regular rate violations, meal period violations, rest period violations, failure to pay vacation and PTO, wage statement violations, waiting-time penalties, unfair competition, violation of Labor Code sections 201, 202, 203, 204, 210, 216, 226, 226.7, 227.3, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, and 1198.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all PAGA Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Phenomenex's records, are stated in the first page of this Notice. You have until ____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Phenomenex's calculation of Workweeks and/or Pay Periods based on Phenomenex's records as accurate unless you send copies of

records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Phenomenex's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, last four digits of your social security number, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as _____, and include your identifying information (full name, last four digits of your social security number, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Phenomenex are asking the Court to approve. At least 16 business days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in

Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://www.ilymgroup.com> or the Court's website <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Sanchez v. Phenomenex, Inc.* and include your name, current address, telephone number, and approximate dates of employment for Phenomenex and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department 17 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website (<https://www.ilymgroup.com>) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Phenomenex and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM Group, Inc.'s website at <https://www.ilymgroup.com>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV00761. You can also make an

appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT
THE SETTLEMENT.**

Class Counsel: Haines Law Group, APC

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8889 W. Olympic Boulevard, Suite 200

Beverly Hills, California 90211

Settlement Administrator:

ILYM Group, Inc.

P.O. Box 2031

Tustin, California 92781

[Email Address]

Telephone: (888) 250-6810

Fax: (888) 845-6185

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

January 13, 2023

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Keila Sanchez v. Phenomenex, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Keila Sanchez (“Ms. Sanchez”) in claims arising from her employment with Phenomenex, Inc.; and Does 1 through 100 (collectively “Phenomenex”). Ms. Sanchez is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Phenomenex’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” include all of Phenomenex’s current and former non-exempt employees who worked for Phenomenex in California during the one year immediately preceding the date of this letter through the present.

Phenomenex employed Ms. Sanchez in the non-exempt job position of “production technician / laboratory technician” (or similarly titled position) until approximately October 28, 2022.

During Ms. Sanchez’s employment with Phenomenex, Phenomenex utilized a timekeeping system which resulted in Ms. Sanchez and other aggrieved employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Specifically, Phenomenex rounded Ms. Sanchez’s and other aggrieved employees’ timekeeping entries in an uneven manner to a quarter of an hour increment, so that, over a period of time, Ms. Sanchez and other aggrieved employees were deprived of all earned minimum and overtime wages. Upon information and belief, Phenomenex’s timekeeping system regularly, systematically, and impermissibly rounded the hours worked by Ms. Sanchez and other aggrieved employees in Phenomenex’s favor, resulting, over a period of time, in the failure to compensate Ms. Sanchez and other aggrieved employees for all hours worked. As a result, Ms. Sanchez and other aggrieved employees were not compensated for all required minimum and overtime wages.

Phenomenex failed to provide Ms. Sanchez and other aggrieved employees with all legally compliant meal periods due to Phenomenex's meal period policies/practices, which have resulted in late (commencing after the fifth hour of work) and short (less than 30 minutes) meal periods. Specifically, Ms. Sanchez's first meal periods were occasionally provided after the conclusion of five hours of work due to work demands imposed by Phenomenex. Phenomenex also failed to provide Ms. Sanchez and other aggrieved employees with second meal periods on shifts over 10.0 hours. On those occasions when Ms. Sanchez and other aggrieved employees were not provided with all legally-required meal periods to which they were entitled, Phenomenex did not always compensate Ms. Sanchez and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Ms. Sanchez and other aggrieved employees were not authorized and permitted to take all legally compliant rest periods due to Phenomenex's rest period policies/practices, which fail to authorize and permit an off-duty rest period for every four hours worked, or major fraction thereof. Specifically, due to work demands imposed by Phenomenex, Ms. Sanchez and other aggrieved employees were regularly prevented from being relieved of all work duties during required rest periods. Moreover, Ms. Sanchez and other aggrieved employees were not authorized and permitted to take a third rest period on shifts in excess of 10.0 hours due to Phenomenex's rest period policies/practices, which fail to authorize and permit aggrieved employees to take a third rest period on occasions when they worked over 10.0 hours in a workday. On the occasions when Ms. Sanchez and other aggrieved employees were not provided with all legally-compliant rest periods to which they were entitled, Phenomenex failed to compensate Ms. Sanchez and other aggrieved employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Phenomenex maintained no payroll code or other mechanism for the payment of rest period premiums as required by Labor Code § 226.7 in the event a legally compliant rest period was not provided to their aggrieved employees.

As a result of Phenomenex's failure to compensate Ms. Sanchez and other aggrieved employees for all minimum wages, overtime wages, and all meal and rest period premium wages earned, Phenomenex maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements.

As a further result of Phenomenex's failure to pay all minimum and overtime wages and failure to pay all required meal and rest period premium wages, Phenomenex failed to pay all wages to Ms. Sanchez and other formerly employed aggrieved employees at the separation of their employment.

As described above, Phenomenex committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 4 ("Wage Order 4"):

Minimum Wage Violations

Phenomenex was required to pay Ms. Sanchez and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order 4, § 4. As alleged above, Phenomenex failed to conform its pay practices to the requirements of the law by failing to pay Ms. Sanchez and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Phenomenex and/or suffered or permitted to work under the California Labor Code and Wage Order 4. As a result of these policies/practices, which fail to compensate for all hours worked, Ms. Sanchez and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

Phenomenex was required to pay Ms. Sanchez and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 4, § 3. According to Labor Code § 510(a), “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” This Section further provides, “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” As alleged above, Phenomenex caused Ms. Sanchez and other aggrieved employees to work overtime hours, but did not compensate Ms. Sanchez or other aggrieved employees with one and one-half times their regular rate of pay for such hours. As a result of these policies/practices, Ms. Sanchez and other aggrieved employees were not compensated for all overtime and double-time wages.

Meal Period Violations

As alleged above, Phenomenex failed to provide Ms. Sanchez and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 4, § 11. As a result, Ms. Sanchez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

Rest Period Violations

As alleged above, Phenomenex also failed to authorize and permit Ms. Sanchez and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 4, § 12. As a result, Ms. Sanchez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”).

Wage Statement Violations

Phenomenex was required to furnish Ms. Sanchez and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, total net wages earned, and the name of the legal entity that is the employer. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 4, § 7. As a result of Phenomenex’s failure to pay all overtime, minimum, and double-time wages, and failure to pay all required meal and rest period premium wages, Phenomenex maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Sanchez and other aggrieved employees in violation of Labor Code § 226. Phenomenex’s failure to comply with its wage statement obligations was knowing and intentional, and Ms. Sanchez and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Phenomenex failed to timely pay Ms. Sanchez and other aggrieved employees all of their final wages at the time of separation, which included all overtime, double-time, and minimum wages as well as all meal and rest period premium wages. Pursuant to Labor Code § 203, Phenomenex’s failure to pay all final wages due to Ms. Sanchez and other aggrieved employees was willful and, consequently, entitles Ms. Sanchez and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Phenomenex failed to pay their final wages after their separation, up to a maximum of thirty days.

As an “aggrieved employee,” Ms. Sanchez will initiate a civil action on behalf of herself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Sanchez’s own investigation, and on information and belief, Phenomenex committed and continues to commit the following Labor Code violations:

- a. Phenomenex violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Ms. Sanchez and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Phenomenex violated Labor Code §§ 204, 510, 1194, and 1198 by failing to pay Ms. Sanchez and other aggrieved employees all overtime compensation earned;
- c. Phenomenex violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Sanchez and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. Phenomenex violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Ms. Sanchez and other aggrieved employees all required rest periods and failing to pay rest period premiums to Ms. Sanchez and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. Phenomenex violated Labor Code § 226 by failing to furnish Ms. Sanchez and other aggrieved employees with accurate and compliant itemized wage statements;
- f. Phenomenex violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to Ms. Sanchez and other aggrieved employees;
- g. Phenomenex violated Labor Code § 204 by failing to pay Ms. Sanchez and other aggrieved employees all wages earned at least twice during each calendar month; and
- h. Phenomenex violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Ms. Sanchez and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Phenomenex if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Phenomenex, Inc. (via certified mail)

EXHIBIT C

[MODEL] CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Keila Sanchez and Caryl Lyra Encabo (“Plaintiffs”) and defendant Phenomenex, Inc. (“Phenomenex”), XYZ (“XYZ”). The Agreement refers to Plaintiffs and Phenomenex/XYZ collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff Keila Sanchez’s the Plaintiff’s lawsuit alleging wage and hour violations against Phenomenex/XYZ captioned Keila Sanchez v. Phenomenex, Inc., et al. initiated on January 13, 2023 and pending in Superior Court of the State of California, County of Los Angeles, Case No. 23STCV00761, as well as Plaintiff Caryl Lyra Encabo’s lawsuit alleging wage and hour violations against Phenomenex captioned Caryl Lyra Encabo v. Phenomenex, Inc., et al. initiated on April 25, 2023, Case No. 23STCV09140, pending in Superior Court of the State of California, County of Los Angeles, and all complaints filed in each of the above lawsuits.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “PAGA Aggrieved Employee” means [e.g., a person employed by Phenomenex/XYZ in California and classified as a non-exempt employee who worked for XYZ during the PAGA Period.]
- 1.5. “Class” means [define class e.g., all persons employed by Phenomenex/XYZ in California and classified as non-exempt employees who worked for XYZ during the Class Period, excluding those who signed severance agreements.]
- 1.6. “Class Counsel” means Paul K. Haines, Sean M. Blakely, and Joel M. Gordon of Haines Law Group, APC, and Joseph Lavi, Vincent C. Granberry, James Clark, and Matthew J. Gustin of Lavi & Ebrahimian, LLP. “Class Counsel” means _____.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in XYZ’s possession

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including the Class Member's name, last-known mailing address, Social Security number¹, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA-an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available-

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~~1.10.~~ sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English ~~and~~ [with a Spanish translation, if applicable] in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from ~~January 13, 2019 through February 17, 2025~~ to .ⁱⁱ

1.13. “Class Representative” means the named ~~Plaintiffs~~ Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class ~~Representatives~~ Representative.

1.14. “Class Representative Service Payment” means the payment to the Class ~~Representatives~~ Representative for initiating the ~~Actions~~ Action and providing services in support of the ~~Actions~~ Action.

1.15. “Court” means the Superior Court of California, County of Los Angeles.

1.16. “~~Phenomenex XYZ~~” means named Defendant ~~Phenomenex, Inc~~ .

1.17. “Defense Counsel” means ~~Timothy M. Rusche of McGuireWoods LLP~~ .

1.18. “Effective Date” means the date by when both of the following have occurred: (a) the ~~parties receive notice that the~~ Court ~~has entered~~ enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

~~1.22.~~ “Gross Settlement Amount” means \$~~490,000.00~~ which is the total amount ~~Phenomenex XYZ~~ agrees to pay under the Settlement except as provided in

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~~Paragraphs~~Paragraph 9 ~~and 10~~ below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual-

PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service ~~Payments~~Payment and the Administrator's Expenses.-

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1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the ~~PAGA Aggrieved~~ Employee's pro rata share of 25% of the PAGA ~~Payment Penalties~~ calculated according to the number of ~~PAGA Pay Periods~~ Workweeks worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 75% of the PAGA ~~Payment Penalties~~ paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service ~~Payments~~Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "PAGA Pay Period" means any Pay Period during which a ~~PAGA~~an Aggrieved Employee worked for ~~Phenomenex~~XYZ for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period from ~~January 13, 2022~~ through ~~February 17, 2025~~,
to .iii

1.32. "PAGA" means the Private Attorneys General Act (Labor Code, §§ 2698, et seq.).

1.33. "PAGA Notice" means ~~Plaintiff Keila Sanchez's January 13, 2023~~Plaintiff's letter to ~~Phenomenex~~XYZ and the LWDA ~~purporting to provide~~[and Plaintiff's letter to XYZ and the LWDA] providing notice pursuant to Labor Code section 2699.3, subd.(a) ~~and Plaintiff Caryl Lyra Encabo's April 25, 2023 letter to Phenomenex and the LWDA purporting to provide pursuant to Labor Code section 2699.3, subd.(a)).~~

1.34. "PAGA ~~Payment Penalties~~" means the total amount of PAGA civil penalties

to be paid from the Gross Settlement Amount, allocated 25% to the ~~PAGA-~~
~~Employees (\$7,500.00) and the 75% to LWDA (\$22,500.00) in settlement of PAGA-~~
~~claims.~~ Aggrieved Employees
() and the 75% to LWDA () in settlement of PAGA
claims.

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1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

~~"Plaintiffs~~

1.36. "Plaintiff" means ~~Keila Sanchez and Caryl Lyra Eneabo~~, the named ~~plaintiffs~~plaintiff in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval ~~and Approval~~ of ~~Class Action and~~ PAGA Settlement.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 6.32 below.

1.41. "Released Parties" means: ~~PhenomenexXYZ~~ and each of its former and present directors, officers, ~~officials~~, shareholders, owners, ~~[members, employees, agents,]~~ attorneys, insurers, predecessors, successors, assigns, ~~parents, [subsidiaries,]~~ ~~[affiliates, and anyone acting for or on any of their behaves.].~~

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means ~~[e.g., 60]~~ days after the Administrator mails Notice to Class Members and ~~PAGA Aggrieved~~ Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. "Settlement" means the disposition of the ~~Actions~~Action effected by this Agreement and the Judgment.

1.45. "Workweek" means any week during which a Class Member ~~performed~~ ~~work~~worked for ~~PhenomenexXYZ~~, for at least one day, during the Class Period.^{iv}

2. RECITALS.

2.1. On ~~January 13, 2023~~, ~~Keila Sanchez~~ Plaintiff commenced this Action by filing a ~~Class Action Complaint~~ alleging causes of action against ~~Phenomenex~~. On March 20, 2023, Sanchez filed a First Amended Class and Representative Action XYZ for ~~[The Complaint. On April 25, 2023, Caryl Lyra Eneabo filed a Class Action Complaint~~

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against Phenomenex. On June 30, 2023, Encabo filed a PAGA action against Phenomenex. On June 3, 2024, Plaintiff Sanchez filed is the operative ~~Second Amended Consolidated Class and Representative Action~~ complaint in the Action (the “Operative Complaint.”) [On _____, Plaintiff filed a [e.g., First Amended Complaint adding Encabo as a named plaintiff and] alleging causes of action for (1) minimum wage violations; (2) failure to pay all overtime wages, (3) meal period violations; (4) rest period violations, (5) failure to pay all accrued and vested vacation/PTO wages, (6) wage statement violations, (7) waiting time penalties, (8) unfair competition, and (9) civil penalties under the Private Attorneys General Act, Labor Code sections 2698, *et seq.* Phenomenex against XYZ for _____]. The [e.g., First Amended] Complaint is the operative complaint in the Action (the “Operative

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~~2.1. Complaint.”)] XYZ denies the allegations in the Action Operative Complaint, denies any failure to comply with the laws identified in in the Action Operative Complaint and denies any and all liability for the causes of action alleged.~~

2.2. Pursuant to Labor Code section 2699.3, subd.(a), ~~Plaintiffs allege that they~~ Plaintiff gave timely written notice to ~~Phenomenex~~ XYZ and the LWDA by sending the PAGA Notice.

2.3. ~~On March 5, 2024, On~~ (type in additional dates) ~~the Parties-~~

~~2.3. participat~~
~~ed in an all-day mediation presided over by the Hon. Amy D. Hogue (Ret.). The case did not settle at mediation, but the Parties continued settlement discussions in the months that followed and eventually reached a resolution outlined in this- which led to this Agreement: to settle the Action (describe alternative means of negotiation).~~
~~_____ (describe alternative means of negotiation)~~

2.4. Prior to ☐ mediation, ~~Plaintiffs~~ ☐ negotiating the Settlement, Plaintiff obtained, through

~~2.4. ☐ formal ☐ informal discovery, payroll (documents, testimony and timekeeping records for all putative class members, Phenomenex’s relevant written policies and/or procedures during the Class Period, and relevant data points Plaintiffs required in order to calculate the damages in the case- Plaintiffs’ information obtained) . Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in Dunk v. Foot Locker Retail, Inc., (1996) 48 Cal.App.4th 1794, 1801 and Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 129-130 (“Dunk/Kullar”).~~

2.5. The Court ☐ has ☐ has not granted class certification.

2.6. ~~After execution of this Agreement, but before moving for Preliminary Approval, Plaintiffs shall file a Third Amended Complaint, adding claims based on Encabo’s PAGA Notice. Defendant need not file an answer to the Third Amended Complaint.~~

2.7. Pursuant to Labor Code section 2699.3(s), Plaintiffs shall submit the proposed settlement to the LWDA.

(insert details as needed)

~~2.8.2.6.~~ The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

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3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraphs~~Paragraph~~ 9 and 10 below, Phenomenex~~XYZ~~ promises to pay \$490,000.00 and no more as the Gross Settlement Amount [and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Phenomenex.] XYZ has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.36.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA~~Aggrieved~~ Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Phenomenex~~XYZ~~.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiffs~~Plaintiff~~: Class Representative Service Payments~~Payment~~ to the Class Representatives~~Representative~~ of not more than \$7,500.00 for each Plaintiff (\$15,000.00 total) (in addition to any Individual Class Payment [and any Individual PAGA Payments~~Payment~~] the Class Representatives are~~Representative is~~

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~~3.2.1. entitled to receive as a Participating Class Members).~~
~~Phenomenex Member). XYZ will not oppose Plaintiffs' Plaintiff's request for a~~
~~Class Representative Service Payments Payment that dedoes not exceed this~~
~~amount. As part of the motion for Class Counsel Fees Payment and Class~~
~~Litigation Expenses Payment, Plaintiffs Plaintiff will seek Court approval for any~~
~~Class Representative Service Payments no later than [16 court] days prior to the~~
~~Final Approval Hearing. -If the Court approves a Class Representative Service~~
~~Payments Payment less than the amounts amount requested, the Administrator will~~
~~retain the remainder in the Net Settlement Amount. The Administrator will pay the~~
~~Class Representative Service Payments and issue Payment using IRS Form 1099.~~
~~Plaintiffs assume Plaintiff assumes full responsibility and liability for employee~~
~~taxes owed on the Class Representative Service Payments and holds Phenomenex~~
~~harmless, and indemnifies Phenomenex, from any dispute or controversy regarding~~
~~any division or sharing of any of these Payments Payment.~~

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than ~~one~~
~~third (1/3),~~ %, which is currently estimated to be \$~~163,333.33~~ and a Class
Counsel Litigation Expenses Payment of not more than \$~~30,000.00~~. ~~Phenomenex~~
~~. XYZ will not oppose requests for these payments provided that do not~~
~~exceed these amounts. Plaintiffs Plaintiff and/or Class Counsel will file a motion for~~
~~Class Counsel Fees Payment and Class Litigation Expenses Payment no later than~~
~~[16 court] days prior to the Final Approval Hearing. If the Court approves a Class~~
~~Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less~~
~~than the amounts requested, the Administrator will allocate the remainder to the Net~~
~~Settlement Amount. Released Parties shall have no liability to Class Counsel or any~~
~~other Plaintiffs' Plaintiff's Counsel arising from any claim to any portion any Class~~
~~Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The~~
~~Administrator will pay the Class Counsel Fees Payment and Class Counsel~~
~~Expenses Payment, issuing using one or more IRS 1099 Forms. Class Counsel~~
~~assumes full responsibility and liability for taxes owed on the Class Counsel Fees~~
~~Payment and the Class Counsel Litigation Expenses Payment and holds~~
~~Phenomenex XYZ harmless, and indemnifies Phenomenex XYZ, from any dispute or~~
~~controversy regarding any division or sharing of any of these Payments: Plaintiff,~~
~~Class Counsel, Class Members, and PAGA Employees waive any additional claim~~
~~for attorneys' fees and costs incurred in connection with the Action, if Final~~
~~Approval is granted by the Court and the Effective Date passes.~~

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
\$~~7,850.00~~

~~3.2.3.~~ \$ except for a showing of good cause and as
approved by the Court. To the extent the Administration Expenses are less or the
Court approves payment less than \$~~7,850.00~~, the Administrator will retain the
remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment
calculated by (a) dividing the Net Settlement Amount by the total number of
Workweeks worked by all Participating Class Members during the Class Period and

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3.2.4. (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20%% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for [e.g., interest and penalties] (the

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3.2.4.1. “Non-Wage Portion”).^{vi}. The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments, ~~except that if the Non-Participating Class Member is a PAGA Employee, they shall nonetheless receive their Individual PAGA Payment.~~ The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

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3.2.5. To the LWDA and PAGA Aggrieved Employees: PAGA ~~Payment Penalties~~ in the amount of \$30,000.00 to be paid from the Gross Settlement Amount, with 75% (\$22,500.00) allocated to the LWDA PAGA Payment and 25% (\$7,500.00) allocated to the Individual PAGA Payments.

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3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Aggrieved Employees' 25% share of PAGA ~~Payment (\$7,500.00) Penalties \$~~ by the total number of PAGA Period Pay Periods worked by all PAGA Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. PAGA Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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3.2.5.2. If the Court approves a PAGA ~~Payment Penalties~~ of less than the amount requested, ~~then the other terms of this Agreement shall remain in effect~~ the Administrator will allocate the remainder to the Net Settlement Amount. ~~But some approval of a PAGA Payment is a material term. If the Court does not approve a PAGA Payment, then the entire Agreement will be, at Defendant's sole discretion, void and unenforceable, provided that the Parties first have an opportunity to cure such non-approval of the PAGA Payment.~~ The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

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4. SETTLEMENT, FUNDING, AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Phenomenex XYZ estimates there are 425 Class Members who collectively worked a total of 60,517 weeks from January 13, 2019 through February 17, 2025 Workweeks, and 315 PAGA of Aggrieved Employees who worked a total 14,185 of pay periods from January 14, 2022 through February 17, 2025 of PAGA Pay Periods.

4.2. Class Data. Not later than [e.g., 15] days after the Court grants Preliminary

Approval of the Settlement, PhenomenexXYZ will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. PhenomenexXYZ has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which PhenomenexXYZ must send the Class Data-

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4.2. to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of Gross Settlement Amount. PhenomenexXYZ shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Phenomenex'sXYZ's share of payroll taxes by transmitting the funds to the Administrator no later than 25[14] days after the Effective Date.

4.3.1 Discharge of Obligations. Phenomenex shall fully discharge its obligations in this Action and under this Agreement to Plaintiffs, Class Members, Participating Class Members, and PAGA Employees through the remittance of the Gross Settlement Amount and Phenomenex's share of payroll taxes to the Qualified Settlement Fund, regardless of whether settlement checks are actually negotiated by Participating Class Members. Once Phenomenex has complied with its obligation to fund the Gross Settlement Amount and its share of payroll taxes, it will be deemed to have satisfied all terms and conditions under this Agreement, shall be entitled to all protections afforded to it under this Agreement, and shall have no further obligations under the terms of this Agreement, regardless of what occurs with respect to the further administration of the Settlement, including any requests to be included in the Class, challenges to the completeness or accuracy of any Individual Class Payment or PAGA Employee Payment, or issues regarding the completeness or accuracy of the class data.

- 4.4. Payments from the Gross Settlement Amount. Within [14] days after PhenomenexXYZ funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service PaymentsPayment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service PaymentsPayment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Aggrieved Employees including Non-Participating Class Members who qualify as PAGA Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the

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Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within [7] days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California-

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~~4.4.3.~~ Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure, Section 384, subd. (b)-).] [or to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient")]. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

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4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate PhenomenexXYZ to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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~~5.6. RELEASES OF CLAIMS.~~ Effective on the date when PhenomenexXYZ fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, PlaintiffsPlaintiff, Class Members, and PAGA-EmployeesClass Counsel, will release claims against all Released Parties as follows:

~~5.16.1~~ Plaintiffs'Plaintiff's Release. PlaintiffsPlaintiff and theirhis or her respective former and present spouses, representatives, ~~executors,~~ agents, attorneys, heirs, administrators, successors, ~~trustees, guardians~~ and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences [that occurred at any time up to during the execution of this Agreement, Class Period], including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the ~~complaints in the Action, Operative Complaint~~ and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the ~~complaints in the Action, Plaintiffs'Operative Complaint, Plaintiff's PAGA Notices, Notice,~~ [or ascertained during the Action and released under 6.32, below; and (c) all claims arising from Plaintiffs' employment with Defendant. ("Plaintiffs' Release.") Plaintiffs'Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. ~~Plaintiffs acknowledge, or based on occurrences outside the Class Period.~~ Plaintiff acknowledges that PlaintiffsPlaintiff may discover facts or law different from, or in addition to, the facts or law that PlaintiffsPlaintiff now, ~~know~~ knows or ~~believe~~ believes to be true but ~~agree~~ agrees, nonetheless, that Plaintiffs'Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs'Plaintiff's discovery of them.

~~6.1.1~~ Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs'Plaintiff's Release and as partial consideration for the Class Representative Service Payment, Plaintiffs, Plaintiff expressly ~~waive~~waives and ~~relinquish~~relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release,

and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party,

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5.26.2 Release by Participating Class Members- Who Are Not Aggrieved Employees:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, ~~executors,~~ agents, attorneys, heirs, administrators, successors, ~~trustees, guardians,~~ and assigns, release Released Parties from (i) all claims, ~~debts, liabilities, demands, damages, obligations, penalties, guarantees, costs, expenses, attorneys' fees and causes of action,~~ that were alleged, or reasonably could have been alleged, based on ~~claims arising during the Class Period and allegations facts stated in the complaints Operative Complaint [and ascertained in the course of the Action, regardless of theory of liability,]~~ [including, e.g., "(a) any and all claims ~~for involving any alleged failure to pay minimum wages, failure to pay overtime wages, rounding or time shaving, regular rate violations, meal period violations, rest period violations, failure to pay vacation and PTO, wage statement violations, waiting time penalties, unfair competition, violation of Labor Code sections 201, 202, 203, 204, 210, 216, 226, 226.7, 227.3, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, and 1198, claims under the applicable Wage Order as well as under Business and Professions Code section 17200 et seq.; etc.]~~. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested ~~retirement or ERISA~~ benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

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5.26.3 Release by ~~PAGA~~ Non-Participating Class Members Who Are Aggrieved

~~Employees: PAGA~~ All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, ~~executors,~~ agents, attorneys, heirs, administrators, successors, ~~trustees, guardians,~~ and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on ~~claims arising during the PAGA Period and allegations stated in the Action or the PAGA Notices, regardless of theory of liability, claims for failure to pay minimum wages, failure to pay overtime wages, rounding or time shaving, regular rate violations, meal period violations, rest period violations, failure to pay vacation and PTO, wage statement violations, waiting time penalties, unfair competition, violation of Labor Code sections 201, 202, 203, 204, 210, 216, 226, 226.7, 227.3, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, and 1198 the PAGA Period facts stated in the Operative Complaint[,] [and] the PAGA Notice [and ascertained in the course of the Action][including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.]~~.

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6.7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

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6.17.1 ~~Phenomenex's~~XYZ's Declaration in Support of Preliminary Approval. Within ~~10~~ days of the full execution of this Agreement, ~~Phenomenex~~XYZ will prepare and deliver to Class Counsel a signed Declaration from ~~Phenomenex~~XYZ and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the

Administrator, and Cy Pres Recipient. In their Declarations, Defense Counsel and ~~Phenomenex~~XYZ shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

~~Plaintiffs'~~

7.2 Plaintiff's Responsibilities. ~~Plaintiffs~~Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; [and/or the proposed Cy Pres]; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration-

6.2 from ~~Plaintiffs~~Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, ~~[and/or] the Administrator; [and/or the proposed Cy Pres];~~ (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) ~~a proposed order enjoining all facts relevant to any actual or potential conflict of interest with Class Members from initiating or pursuing a separate action or charge regarding a claim released by this Settlement, until such time as, the Class Member submits a Request for Exclusion.~~ Administrator and/or the Cy Pres Recipient. In their Declarations, ~~Plaintiffs~~Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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~~6.3.7.3~~ Responsibilities of ~~the Parties.~~ The Parties Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval ~~no later than [30] days~~ after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. ~~Plaintiffs are~~Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.-

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~~6.4.7.4~~ Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval, ~~and/or~~ the supporting declarations and documents, ~~and the proposed order, the Parties~~Class Counsel and Defense Counsel will expeditiously work together ~~on behalf of the Parties~~ by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, ~~the Parties~~Class Counsel and Defense Counsel will expeditiously work together ~~on behalf of the Parties~~ by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns; ~~provided, however, if the Court effects a material change to the Agreement such as increasing any amount that Defendant must pay or altering the scope of the releases, then the entire Agreement will be void and unenforceable in Defendant's sole discretion and Defendant must pay the Administrative Costs incurred up to that point.~~

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7.8. SETTLEMENT ADMINISTRATION.

~~7.18.1~~ Selection of Administrator. The Parties have jointly selected ~~ILYM Group, Inc.~~ to serve as the Administrator and verified that, as a condition of appointment, ~~ILYM Group, Inc.~~ agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the

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Administrator other than a professional relationship arising out of prior experiences administering settlements.

~~7.28.2~~ Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

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~~7.38.3~~ Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

~~7.48.4~~ Notice to Class Members.

~~7.4.48.4.1~~ No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

~~7.4.28.4.2~~ Using best efforts to perform as soon as possible, and in no event later than [14] days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice—[with Spanish translation, if applicable] substantially in the form attached to this Agreement as Exhibit A—. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

~~7.4.38.4.3~~ Not later than [3] business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

~~7.4.48.4.4~~ The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional [14] days beyond the [60] days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

~~8.4.5~~ If the Administrator, ~~PhenomenexXYZ~~ or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice ~~before the Final Approval Hearing~~, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options

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under this Agreement not later than [14] days after-

receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

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7.4.5

7.5.8.5 Requests for Exclusion (Opt-Outs).

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7.5.18.5.1

Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than [60] days after the Administrator mails the Class Notice (plus an additional [14] days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, last four digits of your social security number and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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7.5.28.5.2

The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

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8.5.3

Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and- 7.5.3 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

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8.5.4

Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Aggrieved Employees are deemed to release the claims identified in Paragraph-

7.5.4 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

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8.6

Challenges to Calculation of Workweeks. Each Class Member shall have [60] days after the Administrator mails the Class Notice (plus an additional [14] days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class

Notice. The Class Member may challenge the allocation by communicating with the-

7.6 Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

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7.7.7 Objections to Settlement.

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7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service ~~Payments~~ Payment.

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7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than [60] days after the Administrator's mailing of the Class Notice (plus an additional [14] days for Class Members whose Class Notice was re-mailed).

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7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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7.8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

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7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service ~~Payments~~ Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails. ~~The Administrator shall prepare and file all required state and federal tax forms and shall remit all tax payments and required documentation to federal and state taxing authorities.~~

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8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator

will promptly review on a rolling basis Requests for Exclusion to ascertain their-

~~7.8.2~~ validity. Not later than ~~[5]~~ days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

~~7.8.38.8.3~~ **Weekly Reports.** The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

~~7.8.48.8.4~~ **Workweek and/or Pay Period Challenges.** The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

~~7.8.58.8.5~~ **Administrator’s Declaration.** Not later than ~~[14]~~ days before the date by which ~~Plaintiffs are~~ Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

~~7.8.68.8.6~~ **Final Report by Settlement Administrator.** Within ~~[10]~~ days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least ~~[15]~~ days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

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8.9. CLASS SIZE ESTIMATES [and ESCALATOR CLAUSE]. Based on its records, PhenomenexXYZ estimates that, as of the date of this Settlement Agreement, (1) there are 426 Class Members and 60,517 Total Workweeks from January 13, 2019 through February 17, 2025 during the Class period and (2) there were 315 PAGA Aggrieved Employees who worked 44,185 Pay Periods from January 14, 2022 through January 17, 2025. If at preliminary approval, the number of workweeks as of January 17, 2025 was incorrect by 10% or more (i.e., there are 66,568 or more workweeks as of that date), either: (1) during the Gross Settlement Amount will increase on a proportional basis for any amount in excess of the 10% (i.e., if there was a 12% increase in the number of workweeks, Phenomenex shall increase the Gross Settlement Amount by 2%); or (2) Phenomenex may void this Agreement in its sole discretion and pay Administration Expenses incurred to that date. PAGA Period. vii

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PHENOMENEX'S

9.10. XYZ'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, PhenomenexXYZ may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if PhenomenexXYZ withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, PhenomenexXYZ will remain responsible for paying all Settlement Administration Expenses incurred to that point. PhenomenexXYZ must notify Class Counsel and the Court of its election to withdraw not later than 7[seven] days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

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10.11. MOTION FOR FINAL APPROVAL. Not later than [16] court days before the calendared Final Approval Hearing, PlaintiffsPlaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order, permanently enjoining all Participating Class Members and PAGA Members from pursuing or seeking to reopen claims that have been released by this Agreement, and a proposed Judgment (collectively "Motion for Final Approval"). PlaintiffsPlaintiff shall provide drafts of these documents to Defense Counsel not later than 7[seven] days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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10.11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 that [five] court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

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10.211.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as

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necessary to obtain Final Approval; ~~provided, however, if the Court effects a material change to the Agreement—such as increasing any amount that Defendant must pay or altering the scope of the releases, then the entire Agreement will be void and unenforceable in Defendant's sole discretion and Defendant must pay the Administrative Costs incurred up to that point.~~ The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing-

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~~10.3~~ settlement, administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

~~10.4.11.4~~ **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

~~10.5.11.5~~ **Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the ~~Gross Settlement Amount or the scope of release to be granted by Class Members~~), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur ~~provided, however, Defendant is under no obligation to agree to increase the Gross Settlement Amount (except as otherwise provided in Paragraph 9).~~ An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service ~~Payments~~ Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

~~11.12.~~ **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

~~12.13.~~ **ADDITIONAL PROVISIONS.**

~~12.1~~ **No Admission of Liability, Class Certification or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by ~~PhenomenexXYZ~~ that any of the allegations in ~~any complaint in the Actions~~ **Operative Complaint** have merit or that ~~PhenomenexXYZ~~ has any liability for any claims asserted; nor should it be intended or construed as an admission by ~~Plaintiffs~~ **Plaintiff** that ~~Phenomenex'sXYZ's~~ defenses in the Action have merit. ~~Phenomenex denies (1) all the material allegations in this Action, (2) that it violated any applicable laws, (3) that it is liable for damages, penalties, interest, restitution, attorneys' fees, or costs, or for any other remedy on account of the claims asserted in the Action, and~~

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~~(4) that class certification or representative treatment is appropriate as to any claim in the Action. Phenomenex contends that its policies, procedures, and practices comply with all laws asserted in the Action. Any statements in this Agreement are made for settlement purposes only.~~

13.1 ~~The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, PhenomenexXYZ reserves the right to contest certification of any class for any reasons, and PhenomenexXYZ reserves all available defenses to the claims in the Action, and Plaintiffs reserve~~Plaintiff reserves the right to move for class certification on any grounds available and to contest Phenomenex'sXYZ's defenses. The Settlement, this Agreement and Parties' willingness to-

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~~12.2~~ settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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~~13.2~~ Confidentiality Prior to Preliminary Approval. ~~The Parties~~ Plaintiff, Class Counsel, XYZ and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

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~~12.3~~ Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. ~~The Parties~~ Plaintiff, Class

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~~Counsel, XYZ and Defense Counsel~~ separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. ~~Plaintiff and Class Counsel will not publish the fact of, or terms of, this Settlement or any related information on any website, for advertising purposes and/or in publication materials generally available to the public. Further, Class Counsel and Plaintiff agree not to issue press releases or initiate any public statements regarding the Settlement, including but not limited to in the media or on the Internet, with the exception of the Class Notice.~~ This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. ~~Nothing in this Agreement prevents Plaintiffs from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that he has reason to believe is unlawful, or discussing with any person or persons wages, hours or other terms and conditions of employment, nor from engaging in lawful protected activity with or on behalf of coworkers regarding same. Should Plaintiffs or Class Counsel intentionally breach this provision, Plaintiffs shall forfeit to Phenomenex the full amount of Plaintiff's Class Representative Service Payment. Phenomenex may also enforce this provision through an action for injunctive relief. Plaintiff waives any obligation to post a bond in connection with any such action.~~

~~12.4~~ ~~13.3~~ — ~~No Solicitation~~. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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~~12.5~~ ~~13.4~~ — ~~Integrated Agreement~~. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any

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and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.613.5 — Attorney Authorization, Plaintiffs Class Counsel and

~~Phenomenex~~ Defense Counsel separately warrant and represent that they ~~have~~ are authorized ~~Class Counsel~~ by Plaintiff and ~~Defense Counsel~~ XYZ, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement. ~~The Parties agree that Class Members are so numerous that it is impossible or impractical to have each Class Member execute this Agreement. This Agreement may be executed on behalf of Class Members by the Class Representative.~~

13.6 — Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement-

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~~12.7~~ the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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~~12.8~~~~13.7~~ No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

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~~12.9~~~~13.8~~ No Tax Advice. Neither ~~Plaintiffs~~Plaintiff, Class Counsel, ~~PhenomenexXYZ~~ nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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~~12.10~~~~13.9~~ Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court, ~~except that modifications to any dates provided in this Agreement that do not materially alter the parties' respective obligations may be agreed to by counsel for the Parties without Court approval.~~

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~~12.11~~~~13.10~~ Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

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~~12.12~~~~13.11~~ Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

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~~13.12~~ Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. ~~Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provision valid to the fullest extent possible so as to render all provisions of this Agreement enforceable.~~

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~~12.13~~

~~12.14~~~~13.13~~ Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

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~~12.15~~~~13.14~~ Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by ~~PhenomenexXYZ~~ in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a

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Declaration confirming the final pay out of all Settlement funds, ~~Plaintiffs~~Plaintiff shall destroy, all paper and electronic versions of Class Data received from ~~Phenomenex~~XYZ unless, prior to the Court's discharge of the Administrator's obligation, - ~~Phenomenex~~XYZ makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

~~12.16~~^{13.15} **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

~~12.17~~^{13.16} **Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

~~12.18~~^{13.17} **Notice.** All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To ~~Plaintiffs~~ Plaintiff:

~~Haines Law Group, APC
Paul K. Haines
phaines@haineslawgroup.com
Sean M. Blakely
sblakely@haineslawgroup.com
Joel M. Gordon
jgordon@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245~~

~~Lavi & Ebrahimi LLP
Joseph Lavi
jlavi@lelawfirm.com
Vincent C. Granberry
vgranberry@lelawfirm.com
Matthew J. Gustin, Esq.
mgustin@lelawfirm.com
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211~~

To ~~Phenomenex~~ XYZ:

~~McGuire Woods LLP
Timothy M. Rusche
trusche@mcguirewoods.com
1800 Century Park E, 8th Floor,
Los Angeles, California 90067~~

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~~12.19~~^{13.18} Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

~~12.20~~^{13.19} Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Date: _____ Keila Sanchez

PLAINTIFF

Date: _____ Caryl Lyra Encabo

PLAINTIFF

Date: _____ PHENOMENEX, INC.

By: _____

~~APPROVED AS TO FORM ONLY:~~

Date: _____ HAINES LAW GROUP, APC

Paul K. Haines
Sean M. Blakely

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Joel M. Gordon
~~Attorneys for Plaintiffs~~

Date: _____ LAVI & EBRAHIMIAN LLP

Joseph Lavi

Vincent C. Granberry

Matthew J. Gustin
Attorneys for Plaintiffs

Date: _____ MCGUIREWOODS LLP

Timothy M. Rusehe

Attorneys for Defendant

For Plaintiff For XYZ

Counsel For Plaintiff Counsel For XYZ

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

Sanchez v. Phenomenex, Inc., Case No. 23STCV00761
(case name and number)

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit ("Action") against Phenomenex, Inc. ("Phenomenex") (abbreviate name: "XYZ" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a[n] former-employees Keila Sanchez and Caryl Lyra Encabo ("Plaintiffs") XYZ employee ("Plaintiff") and seeks payment of (1) purported back wages [and other relief] for a class of [e.g., hourly] employees ("Class Members") who worked for Phenomenex XYZ during the Class Period (January 13, 2019 through February 17, 2025; to); and (2) alleged penalties under the California Private Attorney General Act ("PAGA") for all [e.g., hourly] employees who worked for Phenomenex XYZ during the PAGA Period (January 13, 2022 through February 17, 2025) ("PAGA" to) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Phenomenex XYZ to fund Individual Class Payments, and (2) a PAGA Settlement requiring Phenomenex XYZ to fund Individual PAGA Payments and a payment pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Phenomenex's XYZ's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$__ (less withholding) and your Individual PAGA Payment is estimated to be \$__**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Phenomenex's XYZ's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Phenomenex's XYZ's records showing that **you worked** _____ **workweeks** during the Class Period and **you worked** _____ **workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

~~THE COURT HAS NOT CONCLUDED THAT PHENOMENEX DID ANYTHING WRONG OR THAT IT OWES YOU ANY MONEY. IT ENTERED THIS SETTLEMENT TO AVOID THE TIME AND EXPENSE OF LITIGATION.~~

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. 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. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to

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~~Plaintiffs~~Plaintiff and ~~Plaintiffs'~~Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires ~~Phenomenex~~XYZ to make payments under the Settlement and requires Class Members and ~~PAGA~~Aggrieved Employees to give up their rights to assert certain claims against ~~Phenomenex~~XYZ.

If you worked for ~~Phenomenex~~XYZ during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

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(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Phenomenex-XYZ.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Phenomenex-XYZ, and, if you are a PAGA Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Phenomenex

XYZ, will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the <u>wage</u> claims against <u>Phenomenex-XYZ</u> that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
The Opt-out Deadline is _____	<u>You cannot opt-out of the PAGA portion of the proposed Settlement. XYZ must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</u>
	~~You cannot opt out of the PAGA portion of the proposed Settlement. Phenomenex must pay Individual PAGA Payments to all PAGA Employees and the PAGA Employees must give up their rights to pursue Released Claims (defined below).~~

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Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and ~~Plaintiffs~~ Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or ~~Plaintiffs~~ Plaintiff, but every dollar paid to Class Counsel and ~~Plaintiffs~~ Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or ~~Plaintiffs~~ Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
Written Objections Must be Submitted by	
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Phenomenex’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.
Written Challenges Must be Submitted by	

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You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
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<u>You Can Challenge the Calculation of Your Workweeks/Pay Periods</u>	<u>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to XYZ's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Section 4 of this Notice.</u>
<u>Written Challenges Must be Submitted by</u>	

1. WHAT IS THE ACTION ABOUT?

~~Plaintiffs are~~ Plaintiff is a[n] [former ~~Phenomenex~~] XYZ employee. The Action ~~alleges-Phenomenex violated~~ accuses XYZ of violating California labor laws by failing to pay [e.g., overtime wages, minimum wages, wages due upon termination and reimbursable expenses,] and failing to provide [e.g., meal periods, rest breaks and accurate itemized wage statements,]. Based on the same claims, ~~Plaintiffs have~~ Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). ~~Plaintiffs are~~ Plaintiff is represented by attorneys in the Action: ~~Paul K. Haines, Sean M. Blakely, and Joel M. Gordon from Haines Law Group, APC, and Joseph Lavi, Vincent C. Granberry, and Matthew J. Gustin from Lavi & Ebrahimian LLP~~

("Class Counsel.")

~~Phenomenex~~

XYZ strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether ~~Phenomenex~~XYZ or ~~Plaintiffs are~~Plaintiff is correct on the merits. In the meantime, ~~Plaintiffs~~Plaintiff and ~~Phenomenex~~XYZ hired ☐ an experienced, neutral mediator ☐ a retired judge

☐ (describe alternative means of negotiation) in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, ~~Plaintiffs~~Plaintiff and ~~Phenomenex~~XYZ have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, ~~Phenomenex~~XYZ does not admit any violations or concede the merit of any claims. ~~Plaintiffs~~

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Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) ~~PhenomenexXYZ~~ has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and ~~PAGA Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Phenomenex has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Employees.~~ Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

~~Phenomenex~~ will

1. ~~XYZ Will Pay \$490,000.00 as the Gross Settlement Amount. Phenomenex (Gross Settlement). XYZ~~ has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement ~~Amount~~ to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service ~~Payments~~ Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, ~~PhenomenexXYZ~~ will fund the Gross Settlement ~~Amount~~ not more than 25[14] days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, ~~Plaintiffs~~ Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$ ~~163,333.33 (one third [33.33%])~~ (% of the Gross Settlement ~~Amount~~) to Class Counsel for attorneys' fees and up to \$ ~~30,000.00~~ for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$ ~~7,500.00 to each Plaintiff~~ as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. ~~The~~ A Class Representative ~~Awards~~ Award will be the only monies ~~Plaintiffs~~ Plaintiff will receive other than ~~Plaintiffs' Plaintiffs'~~ Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$ ~~7,850.00~~ to the Administrator for services administering the Settlement.
 - D. Up to \$ ~~30,000.00~~ for a PAGA ~~Payment~~ Penalties, allocated 75% to

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the LWDA PAGA Payment and 25% in Individual PAGA Payments to the ~~PAGA~~Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross-

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3. Settlement Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

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4. Taxes Owed on Payments to Class Members. Plaintiffs Plaintiff and Phenomenex XYZ are asking the Court to approve an allocation of 20%% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80%% to penalties, [e.g., interest, etc.] (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Phenomenex [Option 1: (XYZ will separately pay employer payroll taxes it owes on the Wage-

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Portion-.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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Although Plaintiffs Plaintiff and Phenomenex XYZ have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

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5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

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☐ will be deposited with the California Controller’s Unclaimed Property Fund in your name.

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☐ will irrevocably lost to you because they will be paid to a non-profit organization or foundation (“Cy Pres”).

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If the monies represented by your check are sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

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6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Phenomenex XYZ.

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You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude

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themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against ~~Phenomenex~~XYZ based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and PhenomenexXYZ have agreed that, in either case, the Settlement will be void: PhenomenexXYZ will not pay any money and Class Members will not release any claims against PhenomenexXYZ.

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8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc., 8. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

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9. Participating Class Members' Release. After the Judgment is final and PhenomenexXYZ has fully funded the Gross Settlement Amount [Option 1: (and separately paid all employer payroll taxes;)], Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against PhenomenexXYZ or related entities for wages based on incidents during the Class Period or allegations facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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The Participating Class Members will be bound by the following release:

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On All Participating Class Members, on behalf of themselves and their respective former and present representatives, executors, agents, attorneys, heirs, administrators, successors, trustees, guardians, and assigns, Participating Class Members release Released Parties from (i) all claims, debts, liabilities, demands, damages, obligations, penalties, guarantees, costs, expenses, attorneys' fees and causes of action that were alleged, or reasonably could have been alleged, based on claims arising during the Class Period and allegations facts stated in the complaints Operative Complaint [and ascertained in the course of the Action, regardless of theory of liability,] [including, e.g., "(a) any and all claims for involving any alleged failure to pay minimum wages, failure to pay overtime wages, rounding or time shaving, regular rate violations, meal period violations, rest period violations, failure to pay vacation and PTO, wage statement violations, waiting time penalties, unfair competition, violation of Labor Code sections 201, 202, 203, 204, 210, 216, 226, 226.7, 227.3, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, and 1198, and claims under the applicable Wage Order as well as under Business and Professions Code section 17200 et seq.; etc.], Except as set forth in Section 6.3 of this the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,

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unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.^{viii}

PAGA

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and PhenomenexXYZ has paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all PAGA Aggrieved Employees will be barred from asserting PAGA claims against PhenomenexXYZ, whether or not they exclude themselves from the Settlement. This means that all PAGA Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against PhenomenexXYZ or its related entities based on incidents during the PAGA Period based on facts and allegations alleged in the Action and resolved by this Settlement.

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The PAGA Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

PAGA All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, executors, agents, attorneys, heirs, administrators, successors, trustees, guardians, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on claims arising during the PAGA Period and allegations stated in the Action or the PAGA Notices, regardless of theory of liability, claims for failure to pay minimum wages, failure to pay overtime wages, rounding or time shaving, regular rate violations, meal period violations, rest period violations, failure to pay vacation and PTO, wage statement violations, waiting time penalties, unfair competition, violation of Labor Code sections 201, 202, 203, 204, 210, 216, 226, 226.7, 227.3, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, and 1198, the PAGA Period facts stated in the Operative Complaint[,] [and] the PAGA Notice [and ascertained in the course of the Action][including, e.g., (a) any and all claims involving any alleged failure to pay minimum wage; etc.].

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all PAGA Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Phenomenex's XYZ's records, are stated in the first page of this Notice. You have until to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Phenomenex's XYZ's calculation of Workweeks and/or Pay Periods based on Phenomenex's XYZ's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and

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~~Phenomenex's XYZ's~~ Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

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5. HOW WILL I GET PAID?

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1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

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2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

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Submit a written and signed letter with your name, ~~last four digits of your social security number~~, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as _____, and include your identifying information (full name, ~~last four digits of your social security number~~, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

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7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what PlaintiffsPlaintiff and PhenomenexXYZ are asking the Court to approve. At least 16 business days before the _____ Final Approval Hearing, Class Counsel and/or PlaintiffsPlaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service AwardsAward stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs arePlaintiff is requesting as a Class Representative Service AwardsAward. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website- <https://www.ilymgroup.com> or the Court's website- <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>, _____ (url) or the Court's website _____ (url).

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A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested

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by Class Counsel or ~~Plaintiffs~~ Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action Sanchez v. Phenomenex, Inc. and include your name, current address, -

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telephone number, and approximate dates of employment for Phenomenex[XYZ] and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ (time), in Department 17[7] of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement ~~Amount~~ will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacwe/> - www.lacourt.org/lacc/). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website (<https://www.ilymgroup.com>) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything PhenomenexXYZ and PlaintiffsPlaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM Group, Inc. (specify entity) _____'s website at <https://www.ilymgroup.com> (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/ecasesummary/ui/index.aspx>) ~~asesummary/ui/index.aspx~~ and entering the Case Number for the Action, Case No. 23STCV00761. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:
~~Haines Law Group,~~
~~APC~~Name of
Attorney: Email
Address: Name of
Firm: Mailing
Address: Telephone:

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~~Paul K. Haines-~~
~~phaines@haineslawgroup.com~~
~~Sean M. Blakely-~~
~~sblakely@haineslawgroup.com~~
~~Joel M. Gordon-~~
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~~El Segundo, California 90245~~

~~Lavi & Ebrahimian LLP-~~
~~Joseph Lavi~~
~~jilavi@lelawfirm.com~~
~~Vincent C. Granberry~~
~~vgranberry@lelawfirm.com~~
~~Matthew J. Gustin, Esq.~~
~~mgustin@lelawfirm.com~~
~~8889 W. Olympic Boulevard, Suite 200~~
~~Beverly Hills, California 90211~~

Settlement Administrator:

Name of Company:

~~ILYM Group, Inc.-~~
~~P.O. Box 2031-~~
~~Tustin, California 92781~~

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Email Address:

Mailing Address:

Telephone: (888) 250-6810

Fax: (888) 845-6185 Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds.

☐ you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds

☐ you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

ⁱ This Model Class Action and PAGA Settlement Agreement has been approved by the Court, the Complex litigation judges, and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour case. It is written for settlements of single plaintiff wage and hour actions asserting class claims and PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple plaintiffs or multiple defendants. For settlements of wage and hour class actions that do not include PAGA claims, please use the Model Class Action Settlement Agreement and Class Notice. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.

ⁱⁱ Whether the “date of preliminary approval” yields a fair and adequate payment to Class Members may depend on whether the Class Members, in exchange for their releases of claims, receive consideration for time worked between the date when parties reached a settlement and the date of preliminary approval. The Parties’ *Kullar* analysis must give the Court sufficient information to allow the Court to determine whether the Gross Settlement Amount “represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation.” (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 94–95, internal quotation marks omitted.)

ⁱⁱⁱ See endnote ii above.

^{iv} The Parties may need to tailor this language to pay periods or shifts depending on the facts of the case.

^v The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.

^{vi} Note that this is not the only possible appropriate breakdown depending on the claims at issue in the case (e.g. a settlement that is solely a Labor Code Section 226(a) claim.)

^{vii} Insert negotiated terms, if any, addressing the possibility that XYZ’s estimates of class size, Workweeks or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an “escalator” clause memorializing XYZ’s promise to increase the Gross Settlement Amount in an agreed upon proportion to the percentage by which the calculated class size, Workweeks, or Pay Periods exceeds XYZ’s estimates.

^{viii} Releases in Notice should track the releases in the Settlement Agreement.

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