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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

GIOVANNY MACIAS ZARATE
individually, and on behalf of all other
aggrieved employees,

Plaintiff,

v.

McCORMICK & COMPANY,
INCORPORATED, a Maryland corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 23CV002358

[Assigned for All Purposes to Hon. Carrie M.
Panetta, Dept. 14]

**CLASS ACTION, COLLECTIVE
ACTION, AND PAGA SETTLEMENT
AGREEMENT AND RELEASE**

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10 Company, Incorporated
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1 This Class Action Settlement and Release (“Settlement Agreement”) is entered into by and
2 between Plaintiff Giovanny Macias Zarate (“Plaintiff”), on behalf of himself and the Class, on the
3 one hand, and Defendant McCormick & Company, Incorporated (“Defendant”), on the other hand.
4 Plaintiff and Defendant are collectively referred to herein as “Parties” and individually referred to
5 herein as “Party.”

6 In consideration of the mutual covenants, promises, and agreements set forth herein, the
7 Parties agree that, pursuant to the terms and conditions set forth herein, which are subject to approval
8 of the Court, this Action and the Released Claims shall be settled and compromised as between
9 Plaintiff and the Class on the one hand and Defendant on the other hand.

10 **DEFINITIONS**

11 1. “Action” means *Giovanny Macias Zarate v. McCormick & Company, Incorporated*,
12 Monterey Superior Court, Case Number: 23CV002358.

13 2. “California Class” means: All nonexempt employees of Defendant who worked at any
14 time for Defendant in the state of California within the Class Period.

15 3. “California Class Member” means each person who is a member of the California
16 Class defined above and who is eligible to participate in this Settlement.

17 4. “California Class Period” means the time period from July 21, 2019 through the date
18 of preliminary court approval.

19 5. “California Settlement Class” or “California Settlement Class Members” means all
20 California Class Members who have not opted out of the California Class by submitting a valid and
21 timely Request for Exclusion, as well as all PAGA Aggrieved Employees, defined below.

22 6. “Class Counsel” means the Law Office of Scott Ernest Wheeler.

23 7. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and
24 resolution of this Action and Class Counsel’s expenses and costs incurred in connection with this
25 Action.

26 8. “Class Information” means the compilation of the following information for each
27 Class Member: last known full name; social security number; last known address; last known
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1 telephone number; and number of the Compensable Pay Periods for each Class Member during the
2 California Class Period.

3 9. "Class Notice" means the notice, substantially in the form attached hereto as
4 **Exhibit 1**, as approved by the Court, which the Settlement Administrator will mail to each
5 California Class Member, FLSA Class Member, and PAGA Aggrieved Employee, and which
6 explains, *inter alia*, the terms of this Settlement, each person's estimated Individual California
7 Class Settlement Payment, Individual FLSA Settlement Payment and Individual PAGA Payment,
8 the settlement process, and the right to object to the Settlement, opt-out of the Settlement, or
9 dispute the number of Compensable Pay Periods and/or PAGA Pay Periods attributed to them in
10 any of the three applicable payment groups. This Notice will be in English and Spanish.

11 10. "Class Representative Service Award" means the amount that the Court authorizes
12 to be paid to Plaintiff, in addition to Plaintiff's Individual Settlement Payment and Individual PAGA
13 Payment, in recognition of, *inter alia*, his efforts and risks in assisting with the prosecution of the
14 Action and in return for executing a general release with Defendant.

15 11. "Compensable Pay Period" or "Compensable Pay Periods" mean a reasonable
16 estimate of pay periods worked by each California Class Member individually and collectively by
17 all California Class Members during the California Class Period based on Defendant's records and
18 used as a value to calculate Individual California Class Settlement Payments and Individual FLSA
19 Settlement Payments. A Pay Period consists of seven (7) days using Defendant's established
20 workweeks and pay periods for the purpose of its payroll, during which a Class Member worked at
21 least one (1) workday. A Class Member who worked at least one (1) day during the Compensable
22 Pay Period, will be credited as having worked a full Compensable Pay Period.

23 12. "Court" means the Superior Court for the County of Monterey, State of California.

24 13. "Defendant" means McCormick & Company, Incorporated.

25 14. "Defense Counsel" means Saul Ewing LLP.

26 15. "Effective Date" means the later of the time when (i) the date of final affirmance of
27 the judgment on an appeal of the judgment, the expiration of the time for, or the denial of, a petition
28 to review the judgment, or if review is granted, the date of final affirmance of the judgment following

1 review pursuant to that grant (ii) the date of final dismissal of any appeal from the judgment or the
2 final dismissal of any proceeding to review the judgment, provided that the judgment is affirmed
3 and/or reversed in any party; (iii) the final resolution (or withdrawal) of any filed appeal in a way
4 that affirms the final approval order and judgment in a form substantially identical to the form of the
5 final approval order entered by the court, and the time to petition for review with respect to any
6 appellate decision affirming the final approval order has expired, or (iv) if no appeal is filed, the 61st
7 day after the court enters final approval of the settlement and the judgment approving this Agreement.

8 16. "Employer's Share of Payroll Taxes" means the dollar amount of Defendant's
9 employer payroll tax obligations on the employee wages portion of the Individual Settlement
10 Payments and FLSA Individual Settlement Payments, including but not limited to, customary
11 withholdings for federal, state and local taxes, and any similar tax or charge. Defendant shall be
12 responsible for paying the Employer's Share of Payroll Taxes separately from, and in addition to, the
13 Gross Settlement Amount, in the event that any portion of the Gross Settlement Amount is designated
14 as wages.

15 17. "Final Approval Hearing" means the hearing that the Court will hold after the Court
16 has granted preliminary approval of the Settlement and notice has been provided to the Class the
17 response of the Class to the Settlement has been determined, regarding, *inter alia*, whether final
18 approval of the Settlement is appropriate and the amounts properly payable for: (a) Individual
19 Settlement Payments; (b) the Class Counsel Award; (c) the Class Representative Service Awards;
20 (d) payment to the LWDA; and (e) the Settlement Administration Costs.

21 18. "Final Approval Order and Judgment" means an order and judgment that the Court
22 will file which finally approves this Settlement and enters a judgment in favor of Plaintiff.

23 19. "FLSA Collective Members" means all nonexempt employees of Defendant who
24 worked for Defendant in California at any time during the FLSA Collective Period.

25 20. "FLSA Collective Period" means the time period from July 21, 2019 through the
26 date of preliminary court approval.

27 21. "FLSA Settlement Class Members" means all individuals in the group of FLSA
28 Collective Members who release their FLSA claims as provided for in this Settlement Agreement.

22. "FLSA Settlement Amount" means the total amount of Fifty Thousand Dollars (\$50,000) that the Parties have allocated from the Gross Settlement Amount for the settlement of claims for violation of the Fair Labor Standards Act ("FLSA").

23. "Gross Settlement Amount" means the maximum amount which Defendant is obligated to pay under this Settlement Agreement, which is Five Hundred and Fifty Thousand Dollars (\$550,000.00). This is a non-reversionary Settlement in which Defendant is required to pay the entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant under any circumstances. Payments of any appropriate and lawfully-required employer share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately from the Gross Settlement Amount by Defendant at the time the Gross Settlement Amount is funded.

24. "Individual California Settlement Payment" means the pro-rata amount payable from the Net Settlement Amount to each Settlement Class Member, after reduction for the employee's share of taxes and withholdings with respect to the portion allocated as wages, as provided in Paragraph 68 of this Agreement.

25. "Individual FLSA Settlement Payment" means the pro-rata amount payable from the FLSA Settlement Amount to each FLSA Settlement Class Member, after reduction for the employee's share of taxes and withholdings with respect to the portion allocated as wages, as provided in Paragraph 68 of this Agreement.

26. "Individual PAGA Payment" means the pro-rata amount payable to each PAGA Aggrieved Employee from the \$50,000 allocated to PAGA (i.e., each PAGA Aggrieved Employee's respective % share of the \$12,500 allocated to penalties under the PAGA included in this settlement in Paragraph 68 of this Agreement).

27. "LWDA" means the California Labor and Workforce Development Agency, and "LWDA Notice" or "PAGA Notice" means the letter that Plaintiff sent to the LWDA regarding Defendant, dated May 15, 2023.

28. "Net Settlement Amount" means the Gross Settlement Amount, less the Class Counsel Award, Class Representative Service Award, the FLSA Settlement Amount, the entire Payment to the LWDA and PAGA Aggrieved Employees, Settlement Administration Costs, and any

1 other amount payable hereunder from the Gross Settlement Amount. If the Court approves less than
2 the amounts requested for the Class Counsel Award, Class Representative Service Awards, payment
3 to the LWDA and PAGA Aggrieved Employees for PAGA penalties, Settlement Administration
4 Costs, or any other amount payable hereunder from the Gross Settlement Amount, such amounts will
5 return to the Net Settlement Amount.

6 29. "Objection" means a written communication submitted by a California Class
7 Member to the Settlement Administrator that contains a clear statement by the California Class
8 Member that he or she is objecting to any of the terms of the Settlement. A California Class Member
9 may also object to the Settlement orally at the Final Approval Hearing without the need to submit a
10 written Objection.

11 30. "Operative Complaint" refers to Plaintiff's First Amended Class Action Complaint.

12 31. "PAGA Aggrieved Employee" or "PAGA Aggrieved Employees" means all non-
13 exempt employees of Defendant who worked for Defendant in California at any time during the
14 PAGA Period.

15 32. "PAGA Period" means any time from May 15, 2022 through the date of preliminary
16 approval.

17 33. "PAGA Pay Period" or "PAGA Pay Periods" means the number of pay periods
18 worked by each PAGA Aggrieved Employee individually during the PAGA Period and used as a
19 value to calculate Individual PAGA Payments. The number of PAGA Pay Periods for each PAGA
20 Aggrieved Employee will be calculated by the Settlement Administrator, based on the Class
21 Information provided by Defendant. The number of PAGA Pay Periods for each PAGA Aggrieved
22 Employee will be determined by counting any 7-day pay period using Defendant's established
23 workweeks and pay periods for the purpose of its payroll, within the PAGA Period during which a
24 PAGA Aggrieved Employee performed work. A PAGA Aggrieved Employee who works at least
25 one (1) day in a PAGA Pay Period will be credited as having worked a full PAGA Pay Period.

26 34. "Parties" means Plaintiff and Defendant, collectively, and "Party" means either
27 Plaintiff or Defendant, individually.

28 35. "Class Payment Ratio" means the respective Compensable Pay Periods for each

1 Settlement Class Member divided by the total Compensable Pay Periods for all Settlement Class
2 Members.

3 36. "PAGA Payment Ratio" means the respective PAGA Pay Periods for each PAGA
4 Aggrieved Employee divided by the total PAGA Pay Periods for all PAGA Aggrieved Employees.

5 37. "Plaintiff" means Giovanni Macias Zarate.

6 38. "Preliminary Approval Date" means the date upon which the Court filed an order
7 substantially in the form attached hereto as **Exhibit 2**, and which grants preliminary approval of the
8 Settlement.

9 39. "Request for Exclusion" means a letter or other written communication submitted by
10 a Class Member to the Settlement Administrator that contains a clear statement by the Class Member
11 that he or she is electing to be excluded from the Settlement.

12 40. "Released Claims by Plaintiff" means: As of the Effective Date, Plaintiff, as a Class
13 Member, agrees to the Releases of Claims by Settlement Class Members, which are set forth herein.
14 In addition to Release of Claims by California Settlement Class Members, Plaintiff agrees that as to
15 himself, his former and present spouses, representatives, agents, attorneys, heirs, administrators,
16 successors and assigns, to discharge all Released Parties from all claims, transactions, or occurrences
17 that occurred prior to the Effective Date, that Plaintiff has, whether as an individual, a member of the
18 California Settlement Class, the FLSA Settlement Class, and/or as an PAGA Aggrieved Employee,
19 including but not limited to, any claims that are in any way based on, relate to, or arise out of facts
20 that occurred prior to the Effective Date, including but not limited to any claim arising out of federal,
21 state, or local law or regulation, in law or equity. This provision is intended by Plaintiff and
22 Defendant to be all encompassing and to act as a full and total release of any claim, whether
23 specifically enumerated herein or not. Plaintiff and Defendant each understand the word "claim" or
24 "claims" to include without limitation all actions, claims and grievances, whether actual or potential,
25 known or unknown, related, incidental to or arising out of Plaintiff's employment relationship with
26 Defendant and/or the cessation thereof and/or pertaining thereto, arising under state, federal or local
27 law or regulation. All such claims, including related attorneys' fees and costs, are forever barred
28 without regard to whether those claims are based on any alleged breach of a duty arising in statute,

1 contract or tort; any alleged unlawful act, including but not limited to a claim for violation of the
2 Labor Code, Fair Employment and Housing Act, the Americans With Disabilities Act, a claim for
3 any type of discrimination or harassment, or any other claim or cause of action; and regardless of the
4 forum in which it might be brought. This release includes any unknown claims that Plaintiff did not
5 know or suspect to exist in his favor at the time of the general release, which, if known, might have
6 affected his Settlement with, and release of, the Released Parties. With respect to the general release,
7 Plaintiff stipulates and agrees that, upon the Effective Date, he shall be deemed to have expressly
8 waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of
9 Section 1542 of the California Civil Code, or any other similar provision under federal or state law
10 as to the generally released claims, which provides:

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

15 Plaintiff may hereafter discover facts in addition to or different from those now known or
16 believed to be true with respect to the subject matter of the general release, but upon the Effective
17 Date, he shall be deemed to have fully, finally, and forever settled and released any and all of the
18 claims released pursuant to the general release, whether known or unknown, suspected or
19 unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon any
20 theory of law or equity. In addition, the general release applies to Plaintiff only. Nothing in this
21 Agreement shall be construed to prohibit Plaintiff from filing a charge or complaint with the Equal
22 Employment Opportunity Commission or similar agency or participating in any investigation or
23 proceeding conducted by the Equal Employment Opportunity Commission or similar agency,
24 provided, however, Plaintiff specifically waives and releases his right, if any, to recover any
25 monetary or other benefits of any sort whatsoever arising from any such investigation or proceeding.
26 Nothing in this Agreement prohibits Plaintiff from disclosing factual information related to a claim
27 filed in a civil action or a complaint filed in an administrative action with respect to an act of sexual
28 assault, sexual harassment, or any prohibited workplace harassment or discrimination, failure to
prevent an act of workplace harassment or discrimination, failure to prevent an act of workplace

1 harassment or discrimination, or retaliation against a person for reporting or opposing harassment or
2 discrimination under the Fair Employment and Housing Act. This release does not extend to claims
3 which cannot be released by private agreement. With respect to Plaintiff's release of his individual
4 claims, Plaintiff agrees that he has had the opportunity to consider this Settlement Agreement for five
5 (5) days before executing it but has voluntarily waived the 5-day period; he has had the opportunity
6 to consult, and has consulted, and attorney of his choice prior to signing it and has had the terms of
7 this Settlement Agreement explained to him by his attorney including any provisions about which
8 Plaintiff had any questions. This general release applies to Plaintiff only. It does not apply to the
9 Released Claims by FLSA Settlement Class Members, California Settlement Class Members or
10 PAGA Aggrieved Employees, which are set forth in Paragraphs 39, 40 and 41, below.

11 41. "Released Claims by FLSA Settlement Class Members" means any and all claims to
12 be released by the FLSA Collective Members, consisting of all claims under the Fair Labor
13 Standards Act, 29 U.S.C. section 201, et seq., and any implementing regulations, that were or could
14 have been alleged based on the facts alleged in the LWDA Notice, the original Complaint, or the
15 Operative Complaint, including but not limited to, all claims for failure to pay all wages and
16 overtime, liquidated damages, penalties, and interest, and in accordance with *Rangel v. PLS Check*
17 *Cashers of Cal., Inc.* (9th Cir. 2018) 899 F.3d 1106, 1110-11 [holding opt-out release of California
18 state law claims was *res judicata* against FLSA claims "which were direct federal law counterparts
19 to the state law claims settled"]; accord, *Richardson v. Wells Fargo Bank, N.A.* (5th Cir. 2016) 839
20 F.3d 442, 451-52 [plaintiff who became party to the opt-out Rule 23 settlement was bound by all
21 settlement terms, including release of FLSA claims] Per the requirements of the FLSA, the release
22 of FLSA claims shall apply only to those FLSA Settlement Class Members who cash their check
23 under this Settlement Agreement. This does not include non-wage and hour claims, such as those
24 for wrongful termination, discrimination, harassment, unemployment or disability insurance
25 benefits, social security benefits, and workers' compensation. The FLSA Collective Released
26 Claims shall include all Released Claims from July 21, 2019 through the date of preliminary
27 approval.

42. “Released Claims by California Settlement Class Members” means: As of the Effective Date, California Settlement Class Members shall fully and finally release and discharge Released Parties, from July 21, 2019 through the date of preliminary court approval, in exchange for the consideration provided under this Settlement, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, penalties (whether statutory, civil, or otherwise), interest, expenses, attorneys’ fees and costs, damages, action or causes of action, as alleged in the LWDA Notice, the original Complaint, or the Operative Complaint including: (1) failure to provide fully compliant meal periods and second meal periods pursuant to Labor Code Sections 226.7, 510, 512, 558, 1194, 1197, and the failure to pay one additional hour of compensation at the applicable regular rate of pay for each work day that a fully compliant meal period was not provided and failing to compensate at the applicable rate for all hours worked during non-compliant meal periods; (2) failure to provide fully compliant rest periods pursuant to Labor Code Sections 226.7, 512, and the failure to pay one additional hour of compensation at the applicable regular rate of pay for each work day that a fully compliant rest period was not provided; (3) failure to pay overtime wages and failure to properly calculate overtime wages, for all overtime worked, including but not limited to off-the-clock work or any rounding practice, pursuant to Labor Code Sections 510, 1194, 1198; (4) failure to pay minimum wages for all time worked, including but not limited to off-the-clock work or any rounding practice, pursuant to Labor Code Sections 510, 1194, 1197; (5) failure to pay timely all wages due in violation of Labor Code Sections 204 and 210; (6) failure to pay all wages owed and due at termination of employment in violation of Labor Code Sections 201, 202 and 203; (7) failure to maintain required records in violation of Labor Code sections 226, 248.2, 1174, 1174.5; (8) failure to provide accurate itemized wage statements in violation of Labor Code sections 226, 248.2, 1174, and 1174.5; (9) failure to reimburse employees for necessary work-related expenses in violation of Labor Code section 2802; (10) failure to provide suitable seating; (11) failure to maintain temperature in the interior work area at a level of reasonable comfort; (12) failure to comply with any applicable provision of an applicable Industrial Wage Commission Wage Order (“IWC Wage Order” or “Wage Order”) that provides for, or is related in any way to subsections (1) through (11) above; (13) failure to maintain accurate time records, properly

1 calculate and pay all time worked at the applicable wage rate and overtime rate as required by the
2 Fair Labor Standards Act (“FLSA”); (14) violation of the California Unfair Competition Law in
3 violation of Business and Professions Code Section 17200, et seq.; and (15) and violation of the
4 California Private Attorneys’ General Act (“PAGA”), Labor Code Sections 2698 et seq., predicated
5 on the violations of the California Labor Code, IWC Wage Order, and/or any other basis covered
6 by PAGA as alleged or which could have been alleged under the facts pleaded in the original
7 Complaint, the Operative Complaint, or the LWDA Notice dated May 15, 2023. This release shall
8 apply to all claims arising at any point during the Class Period. This release also does not impact
9 any claims which cannot be released such as Worker’s Compensation benefits and unemployment
10 benefits.

11 43. “Released PAGA Claims” means as of the Effective Date, all claims for civil
12 penalties only under PAGA that Plaintiff (on behalf of himself as an individual), the State of
13 California, and PAGA Aggrieved Employees – whether or not they are California and/or FLSA
14 Settlement Class members, and whether or not the PAGA Aggrieved Employee has submitted a
15 valid and timely Request for Exclusion from the Settlement, that were or could have been alleged
16 by the PAGA Aggrieved Employee on behalf of him/herself or their respective former and present
17 representatives, agents, attorneys, heirs, administrators, successors and assigns, that were alleged,
18 or reasonably could have been alleged, based on the alleged facts as set forth in the LWDA Notice,
19 the original Complaint, and/or the Operative Complaint, and that Plaintiff, the State of California,
20 and PAGA Aggrieved Employees fully and irrevocably are releasing the Released Parties, from the
21 period of time from May 15, 2022 through the date of preliminary approval, in exchange for the
22 consideration provided by this Settlement. Plaintiff, the State of California, and PAGA Aggrieved
23 Employees will only release claims for civil penalties under PAGA that were or could have been
24 alleged in or based on allegations as set forth in the LWDA Notice, the original Complaint, and/or
25 the Operative Complaint. In particular, the Released PAGA Claims include the underlying
26 purported violations for: (1) failure to provide fully compliant meal periods pursuant to Labor Code
27 Sections 226.7, 510, 512, 1194, 1197, and the failure to pay one additional hour of compensation at
28 the applicable regular rate of pay for each work day that a fully compliant meal period was not

1 provided; (2) failure to provide fully compliant rest periods pursuant to Labor Code Sections 226.7,
2 512, and the failure to pay one additional hour of compensation at the applicable regular rate of pay
3 for each work day that a fully compliant rest period was not provided; (3) failure to pay overtime
4 wages and failure to properly calculate overtime wages, pursuant to Labor Code Sections 510,
5 1194, 1198; (4) failure to pay minimum wages pursuant to Labor Code Sections 510, 1194, 1197;
6 (5) failure to pay timely all wages due in violation of Labor Code Sections 204 and 210; (6) failure
7 to pay all wages owed and due at termination of employment in violation of Labor Code Sections
8 201, 202 and 203; (7) failure to maintain required records in violation of Labor Code sections 226,
9 1174, 1174.5; (8) failure to provide accurate itemized wage statements in violation of Labor Code
10 sections 226, 1174, and 1174.5; (9) failure to reimburse employees for necessary work-related
11 expenses in violation of Labor Code section 2802; (10) failure to provide suitable seating; (11)
12 failure to maintain temperature in the interior work area at a level of reasonable comfort; (12)
13 failure to comply with any applicable provision of an applicable Industrial Wage Commission
14 Wage Order (“IWC Wage Order” or “Wage Order”) that provides for, or is related in any way to
15 subsections (1) through (11) above; (13) violation of the California Unfair Competition Law in
16 violation of Business and Professions Code Section 17200; (14) failure to maintain accurate time
17 records and properly calculate and pay minimum wages and overtime under the Fair Labor
18 Standards Act, and (14) and violation of the California Private Attorneys’ General Act (“PAGA”),
19 Labor Code Sections 2698, 2699 and 2699.5, predicated on the violations of the California Labor
20 Code and/or any other basis covered by PAGA as alleged or which could have been alleged under
21 the facts pleaded in the original Complaint, the Operative Complaint, or the LWDA Notice dated
22 May 15, 2023.

23 44. Released Claims by California and FLSA Settlement Class Members and Released
24 PAGA Claims, each and together, include but are not limited to any and all claims for attorneys’
25 fees, costs, penalties, interest, damages, or any other amounts that may be recoverable under
26 California Labor Code, any applicable IWC Wage Order provision, the Fair Labor Standards Act,
27 and the Released PAGA Claims that were or could have been alleged based on allegations as set
28 forth in the LWDA notice, the original Complaint, or the Operative Complaint. This release shall

1 apply to all Class, FLSA, and PAGA claims arising at any point during the respective applicable
2 periods.

3 45. "Released Parties" means Defendant, and all of its present and former parent entities,
4 subsidiaries, and/or affiliates, predecessors and successors, as well as all of its or their present or
5 former divisions, affiliates, former and present officers, owners, predecessors, directors, employees,
6 agents, shareholders, fiduciaries, representatives, attorneys, insurers, benefit plans, private
7 investigators and each and all of the foregoing persons' heirs, assigns, executors, administrators and
8 successors, or any of them, or anyone claiming by, through, under or on behalf of any of them, or
9 any individual or entity that could be liable for any of the released claims.

10 46. "Response Deadline" means forty-five (45) days after the postmark date of the Notice
11 of Class Settlement that the Settlement Administrator shall mail to Class Members, and the last date
12 on which Class Members may: (a) submit a Request for Exclusion; or (b) submit an Objection to the
13 Settlement; or (c) dispute workweeks attributable to them.

14 47. "Settlement" means the disposition of the Action pursuant to this Agreement
15 ("Agreement," "Settlement," or "Settlement Agreement").

16 48. "Settlement Administration Costs" means the amount to be paid to the Settlement
17 Administrator from the Gross Settlement Amount for administration of this Settlement.

18 49. "Settlement Administrator" means Phoenix Settlement Administrators. The
19 Settlement Administrator shall be responsible for, *inter alia*: (a) printing and mailing the Class Notice
20 to the Class; (b) calculating the Individual Settlement Payments, including applicable deductions,
21 contributions, and withholding based on the Class Information; (c) to the extent applicable,
22 calculating the Employer's Share of Payroll Taxes which Defendant shall pay in addition to the Gross
23 Settlement Amount; (d) receiving and reporting the Requests for Exclusion and Objections submitted
24 by California and FLSA Class Members to the Parties; (e) providing declaration(s) as necessary in
25 support of preliminary and/or final approval of this Settlement; (f) processing and mailing payments
26 to Plaintiffs, Class Counsel, the LWDA, and California and FLSA Settlement Class Members; (g)
27 creating and maintaining a static settlement website where relevant documents and information
28 pertaining to the Settlement will be posted, including *inter alia*, the judgment and amended judgment

1 if applicable; and (h) any other tasks as the Parties mutually agree or the Court orders the Settlement
2 Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the
3 performance of all Settlement Administrator responsibilities. Should a conflict of interest or other
4 issue lead to the disqualification of the selected Settlement Administrator, the Parties will meet and
5 confer on a suitable replacement. As a condition of appointment, Phoenix agrees to be bound by this
6 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
7 payment of the administration expenses. The Parties and their Counsel represent that they have no
8 interest or relationship, financial or otherwise, with the Settlement Administrator other than a
9 professional relationship arising out of prior experiences administering settlements. The Settlement
10 Administrator shall have and use its own Employer Identification Number for purposes of calculating
11 payroll tax withholdings and providing reports to state and federal tax authorities. The Settlement
12 Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement
13 Fund (“QSF”) under U.S. Treasury Regulation section 468B-1.

14 RECITALS

15 50. Procedural History. On July 21, 2023, Plaintiff filed a complaint pursuant PAGA
16 against Defendant in Monterey Superior Court, Case Number. On September 12, 2023, Defendant
17 filed an answer to the complaint. In order to effectuate the terms of the Agreement, and after meeting
18 and conferring with Defendant regarding the allegations in the complaint, the Parties agreed to
19 stipulate to Plaintiff filing a First Amended Complaint (“FAC”) which encompasses all claims
20 alleged in the initial PAGA Complaint which are based upon her PAGA Notice as well as Class and
21 FLSA allegations. Plaintiff has already submitted and/or will submit the Stipulation to the FAC prior
22 to or concurrently at the time he moves for Preliminary Approval of the Settlement.

23 51. Investigation and Discovery. The Parties have conducted significant investigation of
24 the facts and law during the prosecution of this Action and before this Settlement was reached. Such
25 discovery and investigation includes, *inter alia*, the exchange of information and documents
26 pertaining to Plaintiff and the Class, and numerous meetings and informal conferences wherein the
27 Parties exchanged information, class data, and theories of the case. Plaintiff has also investigated the
28 law as applied to the facts of Plaintiff’s claims and Defendant’s potential defenses thereto.

1 52. Mediation. The Parties participated in a mediation session with Hon. Brian Walsh
2 (Jud. Ret.), on March 26, 2024, and the Parties were able to resolve the matter at the mediation.

3 53. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the
4 expense and length of continued proceedings necessary to litigate Plaintiff's claims through trial and
5 any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of
6 further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class
7 Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted
8 in the Action, both generally and in response to Defendant's defenses thereto, and the difficulties in
9 establishing damages for the Class. Plaintiff and Class Counsel have also taken into account
10 Defendant's agreement to enter into a settlement that confers substantial relief upon the members of
11 the Class. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement
12 set forth in this Settlement Agreement is a fair, adequate, and reasonable settlement, and is in the best
13 interests of the Class.

14 54. Defendant's Reasons for Settlement. Defendant has concluded that any further
15 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of
16 Defendant's time, energy, and resources have been and, unless this Settlement is completed, will
17 continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken
18 into account the risks of further litigation in reaching its decision to enter into this Settlement. Even
19 though Defendant continues to contend that it is not liable for any of the claims alleged by Plaintiff
20 in this Action, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth
21 in this Settlement Agreement to put to rest the claims in this Action. As to the Released Claims,
22 Defendant denies and continues to deny each of those claims.

23 **STIPULATION AND AGREEMENT**

24 55. NOW THEREFORE, in consideration of the mutual covenants, promises, and
25 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

26 56. It is agreed by and among Plaintiff and Defendant that this Settlement shall bind
27 Plaintiff, California and FLSA Settlement Class Members, PAGA Aggrieved Employees, and
28 Defendant, subject to the terms and conditions hereof.

1 57. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
2 the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an
3 “other party”) acknowledges and agrees that (1) no provision of this Agreement, and no written
4 communication or disclosure between or among the Parties or their attorneys and other advisers, is
5 or was intended to be, nor shall any such communication or disclosure constitute or be construed or
6 be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230
7 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her,
8 or its own, independent legal and tax counsel for advice (including tax advice) in connection with
9 this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other
10 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
11 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty
12 that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party
13 has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
14 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
15 acknowledging party of the tax treatment or tax structure of any transaction, including any transaction
16 contemplated by this Agreement.

17 58. Class Certification. The Parties stipulate to class certification of the California and
18 FLSA Classes for purposes of settlement only. If the Court does not grant either preliminary or final
19 approval of this Settlement, the Parties agree that this stipulation regarding class certification will be
20 revoked and the Parties will return to a point in litigation immediately prior to the execution of this
21 Settlement Agreement. The stipulation for California and FLSA Class certification is not and should
22 not be construed as any admission of fact or law in this Action or any other matter that class
23 certification is appropriate.

24 59. Approval of Settlement. Plaintiff will move the Court to grant preliminary and final
25 approval of this class action Settlement. The Parties agree to work diligently and cooperatively to
26 have this matter presented to the Court for preliminary and final approval.

27
28

1 a. The Parties agree to jointly prepare and file a motion for preliminary approval
2 (“Motion for Preliminary Approval”) that complies with the Court’s current requirements for
3 Preliminary Approval.

4 b. Plaintiff will prepare and deliver to Defense Counsel all documents necessary
5 for obtaining Preliminary Approval, including (i) a draft of the notice, and memorandum in support,
6 of the Motion for Preliminary approval that includes an analysis of the Settlement under *Dunk/Kullar*
7 and a request for approval of the PAGA Settlement under Labor Code section 2699(f)(2); (ii) a draft
8 proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft
9 proposed Class Notice; (iv) a signed declaration from the Settlement Administrator attaching its “not
10 to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency;
11 operative procedures for protecting the security of Class Data; amounts of insurance coverage for
12 any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential
13 conflicts of interest with Class Members; and the nature and extent of any financial relationship with
14 Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming
15 willingness and competency to serve and disclosing all facts relevant to any actual or potential
16 conflicts of interest with Class Members, and/or the Settlement Administrator; (vi) a signed
17 declaration from Class Counsel attesting to its competency to represent the Class Members; its timely
18 transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code
19 section 2699.3(a)); Operative Complaint (Lab. Code section 2699(l)(1), this Agreement (Lab. Code
20 section 2699(l)(2); (vii) all facts relevant to any actual or potential conflict of interest with Class
21 Members, the Settlement Administrator. In their Declarations, Plaintiff and Class Counsel shall aver
22 that they are not aware of any other pending matter or action asserting claims that will be extinguished
23 or adversely affected by the Settlement.

24 c. Class Counsel and Defense Counsel are jointly responsible for expeditiously
25 finalizing and filing the Motion for Preliminary Approval no later than thirty (30) calendar days after
26 the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
27 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval.

1 Class Counsel is responsible for delivering the Court's Preliminary Approval to the Settlement
2 Administrator.

3 d. If the Parties disagree on any aspect of the proposed Motion for Preliminary
4 approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will
5 expeditiously work together on behalf of the Parties by meeting by telephone and/or Zoom, and in
6 good faith, to resolve the disagreement. If the Court does not grant Preliminary approval or
7 conditions Preliminary Approval on any material change to this Agreement, Class Counsel and
8 Defense Counsel will expeditiously work together on behalf of the Parties by meeting by telephone
9 and/or Zoom, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

10 60. LWDA Notice. Plaintiff acknowledges and agrees that he will provide notice to the
11 LWDA of this Settlement in accordance with California Labor Code § 2699(1)(2).

12 61. Release of Claims by Plaintiff. Plaintiff releases the "Released Claims by Plaintiff"
13 (set forth in the Definitions section above) as of the date the Effective Date of the Settlement. The
14 Settlement Administrator shall notify the Parties in writing upon receipt of the full Gross Settlement
15 Amount.

16 62. Release of Class Claims by California and FLSA Settlement Class Members.
17 California and FLSA Settlement Class Members release the "Released Claims by California
18 Settlement Class Members" and "Released Claims by FLSA Settlement Class Members" (both set
19 forth in the Definitions section above) as of the Effective Date of the Settlement. The Settlement
20 Administrator shall notify the Parties in writing upon receipt of the full Gross Settlement Amount.
21 Any FLSA Collective Member who accepts any payment from the FLSA Settlement Amount will be
22 deemed to have opted in to the FLSA Collective for purposes of the FLSA and to have waived and
23 released any FLSA claim and all other claims as set forth in the "Class Release Claims." There shall
24 be language included on the back of the check that states the following:

25 By endorsing this check, I hereby consent to join the Action
26 entitled *Giovanny Macias Zarate v. McCormick & Company,*
27 *Incorporated*, Monterey Superior Court, Case Number:
28 23CV002358, pending in the Superior Court of Monterey, and to
release all FLSA claims arising from the factual allegations in the

original or First Amended Complaint, for the FLSA Collective Period.

63. Release of PAGA Claims. Plaintiff and the State of California release the “Released PAGA Claims” (set forth in the Definitions section above) as of the Effective Date of the Settlement. The Settlement Administrator shall notify the Parties in writing upon receipt of the full Gross Settlement Amount.

64. Settlement Administration. Within twenty (20) calendar days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Information. No later than three (3) business days after receipt of the Class Information, the Settlement Administrator shall notify Class Counsel that the list has been received and state the number of California and FLSA Class Members, PAGA Aggrieved Employees, and Compensable Pay Periods in the Class Information.

65. Notice to the Class. Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. Using best efforts to perform as soon as possible, and in no event later than ten (10) calendar days after receiving the Class Information, the Settlement Administrator shall mail copies of the Class Notice to all Class Members via regular First-Class U.S. Mail. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual California Class/FLSA Payment and/or Individual PAGA Payment payable to the Class Member and the number of Compensable Pay Periods and PAGA Pay Periods (if applicable) used to calculate these amounts. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

a. The Class Notice and Procedure Comports with Due Process. The Parties agree that the notice procedures outlined in this Agreement provide the best and most practical method of giving notice to the California Class, FLSA class, and PAGA Aggrieved Employees and fully comply with due process and all applicable laws and rules.

1 b. Undeliverable Notices. Any Class Notice returned to the Settlement
2 Administrator as returned or non-delivered on or before the Response Deadline shall be re-mailed
3 to the forwarding address affixed thereto within ten (10) calendar days. If no forwarding address is
4 provided, the Settlement Administrator shall promptly attempt to determine a correct address by use
5 of skip-tracing, or other search using the name, address and/or Social Security number of the Class
6 Member involved, and shall then perform a re-mailing, if another mailing address is identified by
7 the Settlement Administrator. If the undeliverable notice is for a currently employed Class Member,
8 the Settlement Administrator shall contact Defendant, which will then make all reasonable efforts to
9 obtain the Class Member's current mailing address within seven (7) calendar days and provide it to
10 the Settlement Administrator. The Settlement Administrator has no obligation to make further
11 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by USPS
12 a second time. Class Members who receive a re-mailed Notice of Class Settlement shall have forty-
13 five (45) days after the postmark date of the re-mailed Notice of Class Settlement to: (a) submit a
14 Request for Exclusion; (b) submit an Objection to the Settlement; or (c) dispute the number of
15 Compensable Pay Periods attributed to them. The Settlement Administrator will inform the Class
16 Member of the extended deadline with the re-mailed Class Notice. If the Settlement Administrator,
17 Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they
18 should have been included in the Class Data and should have received Class Notice, the Parties will
19 expeditiously meet and confer by telephone and/or Zoom, and in good faith, in an effort to agree on
20 whether to include them as Class Members. If the Parties agree,

21 c. Disputes Regarding Individual Settlement Payments. California and FLSA
22 Class Members will have the opportunity, should they disagree with Defendant's records regarding
23 the dates of employment stated in the Class Notice and/or the number of Compensable Pay Periods
24 attributed to them, to provide documentation and/or an explanation to show contrary information
25 by the Response Deadline. The dispute information shall be sent to the Settlement Administrator
26 and must: (a) contain the full name, address, and telephone number of the Class Member, and the
27 last four digits of the California and FLSA Class Member's social security number or full
28 employee ID number; (b) contain the case name and case number; (c) a clear statement by the

1 Class Member that he or she is disputing the number of Compensable Pay Periods and the basis for
2 the dispute; (d) be signed by the California and FLSA Class Member; and (e) be postmarked by the
3 Response Deadline. The date of the postmark on the return mailing envelope on the dispute form
4 shall be the exclusive means used to determine whether it has been timely submitted. If there is a
5 dispute, the Settlement Administrator will consult with the Parties to determine whether an
6 adjustment is warranted subject to review by the Court for the final determination of any
7 unresolved dispute. The Settlement Administrator shall then determine the eligibility for, and the
8 amounts of, any Individual Settlement Payments under the terms of this Agreement.

9 d. Requests for Exclusion. California Class Members who wish to exclude
10 themselves from the Settlement must mail or e-mail to the Settlement Administrator a Request for
11 Exclusion by the Response Deadline. The Request for Exclusion must: (a) contain the full name,
12 address, and telephone number of the California Class Member, and the last four digits of the
13 California Class Member's social security number; (b) contain the case name and case number; (c)
14 a clear statement by the California Class Member that he or she is electing to be excluded from the
15 Settlement; (d) be signed by the California Class Member; and (e) be postmarked or e-mailed by
16 the Response Deadline. The date of the postmark on the return mailing envelope on the Request
17 for Exclusion, or the date the e-mail is sent, shall be the exclusive means used to determine
18 whether it has been timely submitted. Any California Class Member who requests to be excluded
19 from the Settlement Class shall not be entitled to any Individual Settlement Payment, shall not
20 release any of the Released Claims by California Settlement Class Members, and shall not have
21 any right to object, appeal or comment thereon. California Class Members who fail to submit a
22 valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all
23 terms of the Settlement and any Final Approval Order and Judgment entered in this Action,
24 including any and all applicable releases under this Agreement, regardless of whether the
25 California Class Member actually receives the Class Notice or objects to the Settlement. Any
26 California Class Member who submits a valid and timely Request for Exclusion will not receive
27 any Individual California Class Payment or have the right to object to the Settlement. Because
28 future PAGA claims are subject to claim preclusion upon entry of the Judgment, a California Class

1 Member who is a PAGA Aggrieved Employee will be deemed to release any and all claims under
2 PAGA, and will still receive their share of the PAGA portion of this settlement, if they are eligible
3 as a PAGA Aggrieved Employee, and will still be bound to the PAGA Settlement irrespective of
4 whether he or she opts out of the Class Settlement.

- 5 1. If five percent (5%) or more of the California Class Members opt out
6 of the Class Settlement by submitting valid and timely Requests for
7 Exclusion, Defendant shall have the sole and absolute discretion to
8 rescind/void the Settlement Agreement within fifteen (15) calendar
9 days after receiving from the Settlement Administrator the final list
10 of Requests for Exclusion stating the percentage of California Class
11 Members who opted out. Defendant agrees to meet and confer in
12 good faith with Class Counsel before rescinding or voiding the
13 Settlement Agreement. In the event that Defendant elects to
14 rescind/void the Settlement Agreement, Defendant shall provide
15 written notice of such rescission to Class Counsel and shall be
16 responsible for all costs associated with the administration of the
17 Settlement up to the date of rescission. Such rescission shall have the
18 same effect as a termination of the Settlement Agreement for failure
19 to satisfy a condition of settlement, and the Settlement Agreement
20 shall become null and void and have no further force or effect. The
21 Parties specifically agree not to solicit opt-outs, directly or indirectly,
22 through any means.

23 e. Objections. California Class and FLSA Collective Members may appear at
24 the Final Approval Hearing at his, her or their expense, either in person, telephonically, or by using
25 Microsoft Teams through the Court's website or through an attorney. California Class and FLSA
26 Collective Members who wish to object to the Settlement may do so orally at the Final Approval
27 Hearing without the need to submit a written Objection, or by emailing or mailing by U.S. Mail to
28 the Settlement Administrator a written Objection by the Response Deadline. The written Objection

1 should contain the following: (a) contain the full name, address, and telephone number of the
2 California Class and FLSA Collective Member, and the last four digits of the California Class and
3 FLSA Collective Member's social security number; (b) clearly identify the case name and number
4 (*Giovanny Macias Zarate v. McCormick & Company, Incorporated*, Monterey Superior Court of
5 the State of California, Case Number: 23CV002358), (c) the dates of employment of the Class
6 Member; (d) be signed by the Class Member; (e) provide a concise statement of the reasons for
7 objecting; and (f) be postmarked or e-mailed by the Response Deadline. The date of the postmark
8 on the return mailing envelope on the written Objection, or the date the e-mail is sent, shall be the
9 exclusive means used to determine whether the written Objection has been timely submitted.
10 Objections may be withdrawn at any time. California Class and FLSA Collective Members who
11 submit a Request for Exclusion Form may not submit objections to the Settlement. California Class
12 and FLSA Collective Class Members who fail to make an Objection in the manner specified above
13 may be deemed to have waived any objection and may be foreclosed from making any objections
14 (whether by appeal or otherwise) to the Settlement as determined by the Court within its discretion.
15 The Settlement Administrator will provide the Parties with any written Objection within seven (7)
16 calendar days of its receipt of any Objection. Plaintiff will file any and all written Objections with
17 the Court in advance of the Final Approval Hearing. Each Party retains the right to respond to any
18 objection, including the right to file responsive documents in Court no later than five (5) days prior
19 to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

20 66. Funding Gross Settlement Amount. Defendant will fund the Gross Settlement
21 Amount within thirty (30) calendar days of the Effective Date. Defendant shall wire transfer the
22 Gross Settlement Amount to the Settlement Administrator. Defendant shall also separately pay
23 Employer's Share of Payroll Taxes, to the Settlement Administrator as calculated and directed by
24 the Settlement Administrator, subject to review and approval by Defendant, at the time the Gross
25 Settlement Amount is fully funded.

26 67. Allocation of Settlement. Solely for purposes of effectuating this Settlement
27 Agreement and in exchange for the release of the Class Released Claims by the California Class
28 Members and the FLSA Release Claims by the FLSA Collective, the Settlement Awards shall be

1 calculated and paid as follows:

2 68. Individual Settlement Payments. Individual Settlement Payments will be paid from
3 the Net Settlement Amount and the FLSA Settlement Amounts shall be paid pursuant to the
4 settlement formula set forth herein. Individual Settlement Payments shall be mailed by regular First
5 Class U.S. Mail to California and FLSA Settlement Class Members' last known mailing address.

6 a. California Settlement Class Members. The Settlement Administrator shall
7 calculate the total Compensable Pay Periods for all California Settlement Class Members based on
8 the Class Information provided by Defendant. The respective Compensable Pay Periods for each
9 California Settlement Class Member will be divided by the total Compensable Pay Periods for all
10 California Settlement Class Members, resulting in the California Payment Ratio for each California
11 Settlement Class Member. Each California Settlement Class Member's Payment Ratio will then
12 multiplied by the Net Settlement Amount to determine his or her Individual Settlement Payment.
13 Individual California Settlement Payments due to each California Settlement Class Member shall
14 be designated as follows:

15 1. Thirty-three and one-third percent (33.33%) of the Individual
16 Settlement Payment shall represent payment for alleged unpaid
17 wages. This payment shall be subject to the withholding of all
18 applicable local, state, and federal taxes. Applicable payroll taxes
19 and/or contributions will be deducted from the amount paid to
20 California Settlement Class Members. The Settlement Administrator
21 will issue a W-2 Form to each Settlement Class Member in relation
22 to this payment.

23 2. Thirty-three and one-third percent (33.33%) of the Individual
24 Settlement Payment shall represent payment of penalties. These
25 payments will not be subject to withholding of local, state, and
26 federal taxes. The Settlement Administrator will issue an IRS Form
27 1099 to each Settlement Class Member in relation to these payments.
28

1 3. Thirty-three and one-third percent (33.34%) of the Individual
2 Settlement Payment shall represent payment of interest. These
3 payments will not be subject to withholding of local, state, and
4 federal taxes. The Settlement Administrator will issue an IRS Form
5 1099 to each Settlement Class Member in relation to these payments.

6 b. FLSA Settlement Class Members. The Settlement Administrator shall
7 calculate the total Compensable Pay Periods for all FLSA Settlement Class Members based on the
8 Class Information provided by Defendant. The respective Compensable Pay Periods for each
9 FLSA Settlement Class Member will be divided by the total Compensable Pay Periods for all
10 FLSA Settlement Class Members, resulting in the FLSA Payment Ratio for each FLSA Settlement
11 Class Member. Each FLSA Settlement Class Member's Payment Ratio will then multiplied by the
12 FLSA Settlement Amount to determine his or her Individual Settlement Payment. Individual
13 FLSA Settlement Payments due to each FLSA Settlement Class Member shall be designated as
14 follows:

15 1. Thirty-three and one-third percent (33.33%) of the Individual FLSA
16 Settlement Payment shall represent payment for alleged unpaid
17 wages. This payment shall be subject to the withholding of all
18 applicable local, state, and federal taxes. Applicable payroll taxes
19 and/or contributions will be deducted from the amount paid to
20 California Settlement Class Members. The Settlement Administrator
21 will issue a W-2 Form to each FLSA Settlement Class Member in
22 relation to this payment.

23 2. Thirty-three and one-third percent (33.33%) of the Individual FLSA
24 Settlement Payment shall represent payment of liquidated damages.
25 These payments will not be subject to withholding of local, state, and
26 federal taxes. The Settlement Administrator will issue an IRS Form
27 1099 to each FLSA Settlement Class Member in relation to these
28 payments.

1 3. Thirty-three and one-third percent (33.34%) of the Individual FLSA
2 Settlement Payment shall represent payment of interest. These
3 payments will not be subject to withholding of local, state, and
4 federal taxes. The Settlement Administrator will issue an IRS Form
5 1099 to each FLSA Settlement Class Member in relation to these
6 payments.

7 c. PAGA Payment. The Settlement Administrator shall calculate the total
8 PAGA Pay Periods for all PAGA Aggrieved Employees based on the Class Information. The
9 respective PAGA Pay Periods for each PAGA Aggrieved Employee will be divided by the total
10 PAGA Workweeks for all PAGA Aggrieved Employees, resulting in the PAGA Payment Ratio for
11 each PAGA Aggrieved Employee. Each PAGA Aggrieved Employee's PAGA Payment Ratio will
12 then be multiplied by \$12,500 to determine his or her Individual PAGA Payment. The Settlement
13 Administrator will issue an IRS Form 1099 to each PAGA Aggrieved Employee in relation to these
14 payments.

15 d. Un-Negotiated Individual Payment Checks by California and FLSA
16 Settlement Class Members. Individual Settlement Payment checks shall remain negotiable for one
17 hundred and eighty (180) calendar days from the postmark date of issuance. If the Individual
18 Settlement Payment check is not cashed, deposited, or otherwise negotiated by the Settlement Class
19 Member within the 180-day deadline, the check will be voided, and the funds associated with any
20 such voided checks shall be paid to State of California Controller's Office – Unclaimed Property
21 Division in the name of the Class Member. Neither Defendant, Defendant's counsel, Plaintiff's
22 counsel nor Plaintiff will have any liability for lost or stolen settlement checks, forged signatures on
23 settlement checks, unauthorized negotiation of settlement checks or failure to timely cash a
24 settlement check within the 180-day period. The Settlement Administrator shall send a reminder
25 postcard to any Class Member whose settlement distribution check has not been negotiated within
26 sixty (60) days after the date of mailing.

27 1. Un-Negotiated Individual Checks by PAGA Aggrieved Employees.
28 If individual PAGA Aggrieved Employees payment checks are not

1 cashed, deposited, or otherwise negotiated by the PAGA Aggrieved
2 Employees within the 180-day deadline, the check will be voided,
3 and the funds associated with any such voided checks shall be paid to
4 State of California Controller's Office – Unclaimed Property
5 Division in the name of the Aggrieved Employee.

6 e. Certification By Settlement Administrator. The Parties have the right to
7 monitor and review administration of the Settlement. Any disputes not resolved by the Settlement
8 Administrator concerning the administration of the Settlement will be resolved by the Court, under
9 the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties
10 will confer in good faith to resolve the disputes without the necessity of involving the Court. Upon
11 completion of administration of the Settlement, the Settlement Administrator shall provide written
12 certification of such completion to counsel for the Parties, and which shall be filed with the Court as
13 necessary.

14 f. Settlement Awards Do Not Trigger Additional Benefits. All monies received
15 by Settlement Class Members shall be deemed to be income to such Settlement Class Members solely
16 in the year in which such awards actually are received by the Settlement Class Members. It is
17 expressly understood and agreed that the receipt of such Individual Settlement Payments will not
18 entitle any Settlement Class Member to additional compensation or benefits under any company
19 compensation or benefit plan or agreement in place during the period covered by the Settlement, nor
20 will it entitle any Settlement Class Member to any increased 401(k), pension and/or retirement, or
21 other deferred compensation benefits (whether matching or otherwise). It is the intent of this
22 Settlement that any Individual Settlement Payments provided for in this Agreement are the sole
23 payments to be made by Defendant to the Settlement Class Members in connection with this
24 Settlement, and that the Settlement Class Members are not entitled to any new or additional
25 compensation or benefits as a result of having received the Individual Settlement Payments
26 (notwithstanding any contrary language or agreement in any benefit or compensation plan document
27 that might have been in effect during the period covered by this Settlement).

1 g. Class Representative Service Award. Defendant agrees not to oppose or
2 object to a Class Representative Service Award to Plaintiff of up to Nine Thousand Dollars
3 (\$9,000.00), subject to Court approval. The Settlement Administrator shall issue an IRS Form 1099
4 – MISC to Plaintiff in connection with the Class Representative Service Award payment. Plaintiff
5 shall be solely and legally responsible to pay any and all applicable taxes on his Class Representative
6 Service Award and shall hold harmless Defendant and Class Counsel from any claim or liability for
7 taxes, penalties, or interest arising as a result of the Class Representative Service Award payment.
8 The Class Representative Service Award shall be in addition to Plaintiff's Individual Settlement
9 Payment. This Settlement is not contingent upon the Court awarding Plaintiff a Class Representative
10 Service Award in any amount, and any amount requested by Plaintiff for the Class Representative
11 Service Award that is not granted by the Court shall return to the Net Settlement Amount and be
12 distributed to Settlement Class Members as provided in this Agreement.

13 h. Class Counsel Award. Defendant agrees not to oppose or object to any
14 application or motion by Class Counsel for attorneys' fees not to exceed one third of the Gross
15 Settlement Amount, or One Hundred Eighty-Four Thousand Dollars and Zero Cents (\$184,000.00).
16 Defendant further agrees not to oppose any application or motion by Class Counsel for the
17 reimbursement of any costs or expenses associated with Class Counsel's prosecution of this matter
18 from the Gross Settlement Amount, up to, but not to exceed Fifteen Thousand Dollars (\$15,000.00).
19 Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made
20 pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 – MISC to
21 Class Counsel for the payments made pursuant to this paragraph. This Settlement is not contingent
22 upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs. Any
23 amount requested by Class Counsel for the Class Counsel Award and costs that is not granted by the
24 Court shall return to the Net Settlement Amount and be distributed to Settlement Class Members as
25 provided in this Agreement.

26 i. Settlement Administration Costs. The Settlement Administrator shall be paid
27 for the costs of administration of the Settlement from the Gross Settlement Amount. The costs of
28 notice and administration for the disbursement of the Gross Settlement Amount shall not exceed

1 \$12,000. Prior to the filing of a motion for final approval of this Settlement, the Settlement
2 Administrator shall provide the Parties with a statement detailing the costs of administration.

3 j. Payment to the LWDA. Fifty thousand dollars (\$50,000) from the Gross
4 Settlement Amount will be allocated to penalties under the Private Attorneys General Act of 2004.
5 Seventy-five percent (75%) of that amount, or \$37,500, will be paid to the LWDA and twenty-five
6 (25%) of that amount, or \$12,500, will be paid to the Settlement Class. This PAGA Payment is made
7 pursuant to California Labor Code § 2699(i).

8 69. Distribution of Settlement Payments. Individual Settlement Payments to California
9 and FLSA Settlement Class Members, the Class Representative Service Award, the Class Counsel
10 Award, Settlement Administration Costs, and payment to the LWDA, shall all be distributed by the
11 Settlement Administrator within fourteen (14) calendar days of receipt of the Gross Settlement
12 Amount from Defendant. No person shall have any claim against Defendant, Defendant's Counsel,
13 Plaintiff, California and FLSA Settlement Class Members, Class Counsel, or the Settlement
14 Administrator based on distributions and payments made in accordance with this Agreement.

15 70. Pay Periods Differential. It is currently estimated that there are approximately 180
16 Class Members who worked approximately 23,500 Work Weeks in the Class Period based upon the
17 information provided by Defendant. Defendant shall provide Plaintiff within twenty-one (21)
18 workdays of notice that Plaintiff intends to file a Motion for Preliminary Approval, the current
19 number of workweeks in the Class Period. If 10 percent (10%) percent more than 23,500 Work
20 Weeks are identified by Defendant's counsel for the Class Period, the Gross Settlement Amount will
21 be increased on a pro rata basis according to the number of additional compensable workweeks/pay
22 periods worked by all Class Members in excess of ten percent (10%) , i.e. in excess of 25,850 with
23 respect to the total number of Work Weeks worked by the entire Class. In other words, if the excess
24 is 10% or lower, the increase will be zero, and if the excess is 11%, the increase will be 1%. Should
25 the total number of Work Weeks worked by the Class Members during the Class Period decrease by
26 more than 10%, Defendant shall have the right, in its sole discretion, to invalidate the Settlement and
27 the Parties will attempt, in good faith, to negotiate a new settlement based on the new workweek
28 count.

1 71. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of
2 the Response Deadline, a final approval hearing shall be conducted to determine, *inter alia*, final
3 approval of the Settlement and amounts properly payable for: (a) Individual Settlement Payments;
4 (b) the Class Counsel Award; (c) the Class Representative Service Award; (d) payment to the LWDA;
5 (e) payment to the Aggrieved Employees and (f) the Settlement Administration Costs.

6 72. Nullification of Settlement Agreement. If the Settlement does not become final for
7 any reason, then this Agreement, and any documents generated to bring it into effect, shall be null
8 and void. In this event, (1) the Parties will be restored to their respective positions prior to entering
9 into this Agreement, and no Party shall be bound by any terms of this Agreement; (2) Defendant shall
10 have no obligation to make any payments to any person or entity that would have otherwise been
11 made pursuant to this Agreement; and (3) any preliminary approval order, final approval order, or
12 judgment shall be vacated; and (4) the Agreement and all negotiations, statements, proceedings, and
13 data relating thereto shall be deemed confidential mediation settlement communications and not
14 subject to disclosure in any proceeding. Any order or judgment entered by the Court in furtherance
15 of this Agreement shall likewise be treated as void from the beginning. In the event an appeal is filed
16 from the Court's Final Approval Order and Judgment, or any other appellate review is sought,
17 administration of the Settlement shall be stayed pending final resolution of the appeal or other
18 appellate review, and any fees incurred by the Settlement Administrator prior to it being notified of
19 the filing of an appeal from the Court's Final Approval Order and Judgment, or any other appellate
20 review, shall be paid to the Settlement Administrator by the party or person that filed the appeal,
21 within thirty (30) calendar days of said notification. In the event the Settlement does not become
22 final, the Settlement Administrator shall return all settlement funds deposited by Defendant with the
23 Settlement Administrator, with the exception of the initial administrative costs, for which the Parties
24 are equally responsible.

25 73. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement Class
26 Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not
27 have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations,
28 holiday pay, retirement plans, etc.) of Plaintiff or Settlement Class Members.

1 74. No Admission by Defendant. This Agreement represents a compromise and
2 settlement of highly disputed claims. Nothing in this Agreement shall be construed as an admission
3 by Defendant that any of the allegations in the LWDA notice, the original Complaint, or the
4 Operative Complaint have merit or that Defendant has any liability for any claims that were or could
5 have been asserted in this Action. The Parties agree that class certification, collective and
6 representative treatment is for purposes of this Agreement only. If, for any reason, the Court does
7 not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to
8 contest certification of any class, collective, or representative group for any reasons and further
9 reserves all available defenses to the claims in the Action. The Settlement, this Agreement, and the
10 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in
11 connection with, any litigation except for proceedings to enforce or effectuate the Settlement and this
12 Agreement.

13 75. Exhibits and Headings. The terms of this Settlement Agreement include the terms set
14 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
15 herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive
16 headings of any paragraphs or sections of this Agreement are inserted for convenience of reference
17 only and do not constitute a part of this Agreement.

18 76. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
19 except such proceedings necessary to implement and complete the Settlement, holding the Action in
20 abeyance pending the final approval hearing to be conducted by the Court.

21 77. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the
22 interpretation, calculation or payment of Settlement claims, or other disputes regarding compliance
23 with this Agreement shall be resolved as follows:

24 a. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class
25 Member, or Defendant's Counsel, on behalf of Defendant, at any time believe that the other Party
26 has breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of
27 the alleged violation.

1 b. Upon receiving notice of the alleged violation or dispute, the responding Party
2 shall have ten (10) calendar days to correct the alleged violation and/or respond to the initiating Party
3 with the reasons why the Party disputes all or part of the allegation.

4 c. If the response does not address the alleged violation to the initiating Party's
5 satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their
6 differences.

7 d. If Class Counsel and Defendant's Counsel are unable to resolve their
8 differences after twenty (20) calendar days, either Party shall first contact the mediator (Hon. Brian
9 Walsh, Jud. Ret.) to try to resolve the dispute. If that proves unsuccessful, the party may file an
10 appropriate motion for enforcement with the Court. The briefing of such motion should be in letter
11 brief form and shall not exceed five (5) single-spaced pages (excluding exhibits).

12 e. Reasonable attorneys' fees and costs for work done in resolving a dispute
13 under this Section may be recovered by any Party that prevails under the standards set forth within
14 the meaning of applicable law.

15 f. The Court's decision to award less than the amounts requested for the Class
16 Representative Service Payment, Class Counsel Award, and/or Settlement Administration Costs
17 shall not constitute a material modification to the Agreement within the meaning of this Section.

18 78. Waiver of Right to Appeal. Provided the Final Approval Order and Judgment is
19 consistent with the terms and conditions of this Agreement, specifically including the Class Counsel
20 Award set forth in this Settlement, the Parties, their respective counsel and all Settlement Class
21 Members who did not object to the Settlement as provided in this Agreement, waive all rights to
22 appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right
23 to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver
24 of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an
25 objector appeals the Final Approval Order and Judgment, the Parties' obligations to perform under
26 this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment
27 becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

1 79. Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the
2 reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material
3 modification of this Agreement (including, but not limited to, the scope of release to be granted by
4 California Class Members, FLSA Members, or PAGA Aggrieved Employees), this Agreement shall
5 be null and void. The Parties shall nevertheless expeditiously work together in good faith to address
6 the appellate court's concerns and to obtain a Final Approval Order and Judgment, sharing on a 50-
7 50 basis any additional Settlement Administration Costs reasonably incurred after remittitur. An
8 appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service
9 Payment, Class Counsel Award, and/or Settlement Administration Costs shall not constitute a
10 material modification to the Judgment within the meaning of this Section, so long as the Gross
11 Settlement Amount remains unchanged.

12 80. Confidentiality Prior to and After Preliminary Approval. Plaintiff, Class Counsel,
13 Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of
14 Settlement is filed, they and each of them, will not disclose, disseminate and/or publicize, or cause
15 or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement
16 directly or indirectly, specifically or generally, to any person, corporation, association, government
17 agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will
18 be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent
19 necessary to report income to appropriate taxing authorities; (4) in response to a court order or
20 subpoena; or (5) in response to any inquiry or subpoena issued by a state or federal government
21 agency. Each Party agrees to immediately notify each other Party of any judicial or agency order,
22 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense
23 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
24 communication, before filing the Motion for Preliminary Approval, with any third party regarding
25 this Agreement or the matters giving rise to this Agreement except to respond only that "the matter
26 was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
27 communications with Class Members in accordance with Class Counsel's ethical obligation owed to
28 Class Members. To the extent permitted by law, all agreements made and orders entered during the

1 Action and in this Agreement relating to the confidentiality of information shall survive the execution
2 of this Agreement.

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

8 82. Use and Return of Class Information. Class Information provided to Class Counsel
9 pursuant to Evidence Code section 1152, and all copies and summaries of Class Information provided
10 to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or
11 connection with the Settlement, may be used only with respect to this Settlement, and no other
12 purpose, and may not be used in any way that violates any existing contractual agreement, statute or
13 California Rules of Court rule. Not later than 90 days after the date when the Court discharges the
14 Settlement Administrator's obligation to provide a Declaration confirming the final payout of all
15 Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Information
16 received from Defendant unless, prior to the Court's discharge of the Administrator's obligation,
17 Defendant makes written request to Class Counsel for the return, rather than the destruction, of Class
18 Information.

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

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

26 To Plaintiff:

27 **LAW OFFICE OF SCOTT ERNEST WHEELER**

28 Scott Ernest Wheeler (SBN 187998)

Justin A. Wheeler (SBN 342226)
250 West First Street, Suite 216
Claremont, California 91711
Telephone: (909) 621-4988
Facsimile: (909) 621-4622
Email: sew@scottwheelerlawoffice.com
jaw@scottwheelerlawoffice.com

To McCormick & Company, Incorporated:

Jonathan A. Singer (SBN 310540)
SAUL EWING LLP
1001 Fleet Street, Suite 900
Baltimore, Maryland 21202
Telephone: (410) 332-8600
Facsimile: (410) 332-8862
Email: jon.singer@saul.com

85. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties. If an amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

86. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits.

87. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this

1 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
2 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
3 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
4 and use their best efforts to affect the implementation of the Settlement. In the event the Parties are
5 unable to reach agreement on the form or content of any document needed to implement the
6 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
7 this Settlement, the Parties may seek the assistance of the Court or the mediator to resolve such
8 disagreement. The persons signing this Agreement on behalf of Defendant represent and warrant that
9 they are authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants
10 that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim,
11 covered by this Settlement to a third-party.

12 88. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
13 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

14 89. California Law Governs. All terms of this Settlement Agreement and the Exhibits
15 hereto shall be governed by and interpreted according to the laws of the State of California.

16 90. Counterparts. This Settlement Agreement may be executed in one or more
17 counterparts. All executed counterparts and each of them shall be deemed to be one and the same
18 instrument.

19 91. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement
20 is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after
21 extensive arms-length negotiations, taking into account all relevant factors, present and potential.
22 The Parties have cooperated in the drafting and preparation of this Agreement; therefore, this
23 Agreement will not be construed against any Party on the basis that the Party was the drafter or
24 participated in the drafting.

25 92. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section
26 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and
27 enforcement of the terms of this Settlement Agreement and all orders and judgments entered in
28 connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court

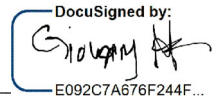
for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith. All terms of this Settlement Agreement are subject to approval by the Court.

93. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

94. Liens and Assignments: Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement. Defendant will not have any obligation to pay any amounts additional to those which Defendant is obligated to pay under the Settlement. The obligation of Defendant to satisfy all amounts the Court directs to be paid under the Settlement is complete when the amount due is deposited into the settlement account established by the Settlement Administrator to fund the settlement. 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 any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement of Class Action and PAGA Claims between Plaintiff and Defendant as of the date(s) set forth below:

Dated: 5/10/2024

By: 
E092C7A676F244F...
GIOVANNY MACIAS ZARATE

Dated: 5/13/2024

By: 
4B6A9AE93D04FC...
McCORMICK & COMPANY,
INCORPORATED

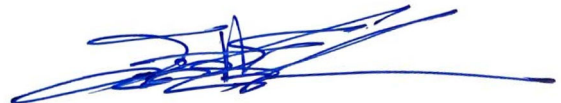
Title: VP Supply Chain Operations

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

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APPROVED AS TO FORM:

LAW OFFICE OF SCOTT ERNEST WHEELER



Dated: May 10, 2024

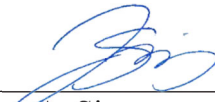
By: _____

Scott Ernest Wheeler

Justin A. Wheeler

Attorneys for Plaintiff and the Putative Class

SAUL EWING LLP



Dated: May 13, 2024

By: _____

Jonathan A. Singer

Teresa R. Tracy

Attorney for Defendant