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Attorneys for Plaintiffs Alfonso Morales and Aliyah Williams

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

ALFONSO MORALES, ALIYAH WILLIAMS, individually, and on behalf of other members of the general public similarly situated;

Plaintiffs,

vs.

CP KELCO U.S. INC., a Delaware corporation; J.M. HUBER MICROPOWDERS, INC., a California corporation; J.M. HUBER CORPORATION, a Georgia corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 37-2023-00042644-CU-OE-CTL

Honorable Matthew C. Braner
Department C-60

CLASS ACTION

DECLARATION OF YASMIN HOSSEINI IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Hearing Date:	October 30, 2026
Hearing Time:	9:00 a.m.
Department:	C-60
Complaint Filed:	October 2, 2023
FAC Filed:	September 9, 2024
SAC Filed:	October 29, 2024
Trial Date:	None Set

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DECLARATION OF YASMIN HOSSEINI

I, Yasmin Hosseini, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Alfonso Morales ("Plaintiff Morales") and Aliyah Williams ("Plaintiff Williams") (together, "Plaintiffs"). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On October 2, 2023, Plaintiff Morales filed the Class Action Complaint for Damages against CP Kelco U.S., Inc.; J.M. Huber Micropowders, Inc.; and J.M. Huber Corporation in the Superior Court for the County of San Diego, thereby commencing the above-captioned lawsuit (the "Class Action").

3. On July 28, 2023, Plaintiff Morales provided written notice by certified mail to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that were alleged to be violated ("PAGA Notice"). Aside from confirmation of receipt of the PAGA Notice, the LWDA did not respond to the PAGA Notice. Marked and attached hereto as "EXHIBIT 1" is a true and correct copy of Plaintiff Morales' PAGA Notice.

4. On October 2, 2023, Plaintiff Morales filed the Complaint for Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, Et Seq., thereby commencing the case entitled *Alfonso Morales v. CP Kelco U.S., Inc.*, Superior Court of California for the County of San Diego, Case No. 37-2023-00042891-CU-OE-CTL (the "PAGA Action"). The PAGA Action and Class Action are collectively referred to as the "Actions."

5. On September 9, 2024, Plaintiff Morales filed a First Amended Class Action Complaint for Damages in the Class Action. On October 31, 2024, Plaintiff Morales filed a Second Amended Class Action Complaint for Damages in the Class Action, adding Plaintiff Aliyah Williams as a named plaintiff.

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6. On March 24, 2026, Plaintiffs requested dismissal of J.M. Huber Micropowders, Inc. and J.M. Huber Corporation.

THE PROPOSED SETTLEMENT

7. Marked and attached hereto as "EXHIBIT 2" is a true and correct copy of the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiffs, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant CP Kelco U.S., Inc. ("Defendant"), on the other hand (together, the "Parties"). The Parties and their counsel have approved the proposed Notice of Joint Stipulation of Class Action and PAGA Settlement and Release of Claims ("Class Notice"), which is attached to the Settlement Agreement as "Exhibit A" and respectfully request that the Court approve it as well.

8. The Settlement provides for a Gross Settlement Amount of $980,000.00. In recognition of the release agreements previously obtained by Defendant from Class Members, Defendant shall receive a credit of $315,000.00 toward the Gross Settlement Amount, resulting in a remaining payment obligation of $665,000.00, to be paid in a single payment on a non-reversionary basis. The Net Settlement Amount is the Gross Settlement Amount less the following amounts, subject to approval by the Court: Attorneys' Fees of up to 35% of the Gross Settlement Amount (i.e., $343,000.00 if the Gross Settlement Amount remains $980,000.00) and Costs not to exceed $50,000.00 to Class Counsel (collectively, "Attorneys' Fees and Costs"), Service Awards to Plaintiffs of $10,000.00 each to Plaintiff Morales and Plaintiff Williams for a total of $20,000.00, Settlement Administration Costs to the Settlement Administrator not to exceed $15,000.00, and the PAGA Penalties of $90,000.00. Assuming that the amounts allocated under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount that will be available for distribution to Settlement Class Members is currently $462,000.00. Additionally, 25% of the PAGA Penalties (i.e., Individual PAGA Payments), which is $22,500.00 out of $90,000.00, will be distributed to the Aggrieved Employees, for their respective portion of the 25% of the PAGA Penalties. The Gross Settlement Amount will be fully distributed in accordance with the terms of the Settlement and there is no reversion to Defendant.

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9. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to 35% of the Gross Settlement Amount (i.e., $343,000.00, if the Gross Settlement Amount remains $980,000.00) and expenses and costs of not more than $50,000.00, which will be paid out of the Gross Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. A description of the qualifications of Class Counsel, the work performed by Class Counsel, and the results achieved by Class Counsel in these matters can be found in paragraphs 22 through 26, *infra*.

10. The Settlement Agreement provides for payment of up to $10,000.00 to each Plaintiff (for a total of $20,000.00) to be paid out of the Gross Settlement Amount subject to approval by the Court. Plaintiffs spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiffs to each receive a Service Award in addition to their individual settlement payments, for their services on behalf of the Class, Aggrieved Employees, and the State of California.

11. The Parties have agreed to retain Simpluris Inc. ("Settlement Administrator") to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint Simpluris, Inc. to handle these procedures and serve as the Settlement Administrator. Defendant will provide the Settlement Administrator with the Class Data and List, and the Settlement Administrator will calculate each Class Member's estimated share of the Net Settlement Amount ("Individual Settlement Share") and each Aggrieved Employee's estimated *pro rata* share of the 25% portion of the PAGA Penalties. The Settlement Administrator will be responsible for printing, distributing, and tracking the Class Notice and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, transmitting funds representing uncashed checks after the void date to National Employment Law Project ("NELP") as a *cy pres* recipient pursuant to California

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Code of Civil Procedure 384 and to the California Controller's Unclaimed Property Fund, and other duties and responsibilities set forth to process the Settlement, and as requested by the Parties. Settlement Administration Costs are currently estimated not to exceed $15,000.00 and will be paid out of the Gross Settlement Amount, subject to approval of the Court.

12. Under the Settlement Agreement, Defendant is responsible for any employer-side tax obligations associated with the Gross Settlement Amount and will deposit that amount into the settlement fund in addition to the Gross Settlement Amount. Each Settlement Class Member's Individual Settlement Share will be allocated 10% to wages and 90% to penalties, interest, and non-wage damages. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares.

CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE

13. **Ascertainability:** The proposed Class is defined as all current and former non-exempt employees who worked for Defendant CP Kelco U.S., Inc, in California at any time during the Class Period (i.e., the period from October 2, 2019, to March 23, 2026).

14. **Numerosity:** Based on data provided by Defendant, the Class is estimated to be approximately 400 individuals who worked an estimated total of 44,000 Workweeks.

15. **Commonality:** Based on investigation and information discovered, Class Counsel believes that there is sufficient evidence to support the allegations made in the lawsuits, including the allegations that Defendant, with respect to Plaintiffs, Class Members, and Aggrieved Employees, *inter alia*, failed to properly pay overtime and minimum wages and associated premium pay, failed to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages during employment and upon termination of employment, failed to provide compliant wage statements, failed to maintain requisite payroll records, and failed to reimburse necessary business expenses, and thereby engaged in unfair business practices and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiffs also asserted that Class Members were expected to perform similar job duties and were subject to the same or similar operations and employment policies, practices, and procedures. Additionally, Plaintiffs asserted that Defendant's

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recordkeeping practices with respect to Plaintiffs, Class Members, and Aggrieved Employees were substantially the same during the time period at issue. As a result of said alleged uniform practices, Plaintiffs claim that the Class Members were not paid all of the compensation that was owed to them by Defendant. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be determined by Defendant's uniform operations and employment practices, policies, and procedures that Plaintiffs allege applied across their non-exempt employees in California during the relevant time period.

16. **Adequacy and Typicality:** Plaintiffs undertook the responsibilities of representing a class action against their former employer. Plaintiffs spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain information that would benefit the Class. Plaintiffs have no interests that are adverse to the Class. Plaintiffs were employed by Defendant during the Class Period and subject to the same alleged violations and the same policies, practices, and procedures. Plaintiffs took on the challenge and risk of commencing and maintaining these actions, and they have not yet received any monetary benefit for their service to date. Plaintiffs put their own interests aside and brought a publicly filed lawsuit against an employer not just for their own benefit, but, instead, on behalf of other hourly-paid employees and the State of California.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

17. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act ("PAGA") representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association

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with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

18. Edwin Aiwazian is the Chief Executive Officer of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice in approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

19. Arby Aiwazian is a Senior Partner of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum

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laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative action cases have resulted in settlements that have been granted court approval. He has handled over one hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

20. Joanna Ghosh is a Senior Partner of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010), in New York (since 2013), and in Washington (since 2026), and she is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, U.S. District Court for the Western District of Washington, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled

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briefing and oral arguments on appeal and obtained notable decisions regarding Private Attorneys General Act claims and employer efforts to compel arbitration of such claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She has extensive experience with class action and/or representative action settlements, and has handled this process in over five hundred (500) cases. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, Lawyers *for* Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. Joanna Ghosh is a member of the California Employment Lawyers Association and, on several occasions, has been a speaker regarding topics in wage and hour law at the organization's continuing legal education events.

21. I, Yasmin Hosseini, am a Senior Attorney of Lawyers *for* Justice, PC. I received my Bachelor of Arts Degree from the University of California, Santa Barbara in 2013 and earned my Juris Doctor Degree from Pepperdine University School of Law in 2017. I was admitted to practice law in California in 2019. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage and hour class action and PAGA representative matters, and my work has included *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I represented filmmakers and talent, negotiating and structuring various types of agreements on their behalf. I am a member of the California Employment Lawyers Association, Beverly Hills Bar Association, and Iranian American Bar Association.

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THE SETTLEMENT AND SUMMARY OF WORK PERFORMED

22. The effectiveness of Lawyers *for* Justice, PC ("Class Counsel") in prosecuting these matters has translated into tangible monetary benefits in the following respects: (1) Class Members, Aggrieved Employees, and the State of California recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type given the strengths and weaknesses of the cases; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the cases progressed through certification, trial, and/or appeals.

23. Class Counsel has litigated the cases for over 2 years and was actively preparing the matters for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a full-day mediation conducted by Christopher E. Panetta, Esq., a well-respected mediator experienced in mediating labor and employment law matters. In the course of the lawsuits and in connection with the mediation and settlement negotiations, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the cases and various aspects of the cases, including but not limited to, the risks and delays of further litigation, the law relating to off-the-clock theory, regular rate, rounding, meal and rest periods, PAGA representative claims, and state wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits, and Plaintiffs and Class Counsel believed that they would be able to prevail at trial. After conducting investigations, formal and informal discovery, exchange of information, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matters are well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiffs and Settlement Class Members, and of the

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Released PAGA Claims of Plaintiffs and the State of California, with respect to Aggrieved Employees.

24. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and was preparing the actions for class certification and trial. Plaintiffs conducted significant investigation and formal and informal discovery regarding the facts of the cases, including and not limited to, the exchange, review, and analysis of thousands of pages of documents and data obtained from Defendant, Plaintiffs, and other sources. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiffs' and other Class Members' employment records, privilege logs, a detailed sampling of Class Members' raw time and pay data, company policy acknowledgements, internal memoranda, job descriptions, new hire notification, Defendant's Employee Handbook, Defendant's operations and employment practices, forms (including but not limited to Defendant's Code of Drug and Alcohol and policies) among other information and documents. Class Counsel had the opportunity to interview Plaintiffs to gather facts and to identify potential witnesses. Counsel for the Parties met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, and the production of documents and data prior to the mediation. Class Counsel drafted Plaintiffs' pleadings and mediation brief and prepared for and attended court proceedings, settlement negotiations, and the mediation, among other tasks.

25. Counsel for the Parties have also invested time researching and investigating the applicable law, which is constantly evolving as it relates to certification, representative PAGA claims, off-the-clock theory, regular rate, rounding, meal and rest periods, state wage-and-hour law and enforcement, Plaintiffs' claims and damages, and Defendant's defenses thereto, as well as facts discovered. Based on Class Counsel's analysis, the result achieved in these lawsuits is fair, adequate, and reasonable.

26. Class Counsel is aware of the defenses and position of Defendant, but believes that Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and Class Counsel have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs further recognize the burdens of

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proof necessary to establish liability for the claims asserted in the lawsuits, Defendant's defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiffs and Class Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in labor and employment matters.

27. Defendant, on the other hand, denied and continues to deny any liability and wrongdoing of any kind associated with the claims alleged in the lawsuits, and further denies that these lawsuits are appropriate for class treatment or representative adjudication for any purpose other than this Settlement. Defendant believes that they would ultimately succeed in the matters. Both sides have also had the opportunity to interview witnesses and review documents and information relating to Plaintiffs', Class Members', and Aggrieved Employees' employment with Defendant, and Defendant's operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed thousands of pages of documents and data to determine the potential value and strength of the claims. The available information enabled Class Counsel to assess and value the class and PAGA claims and prepare violation, damages, and penalties analyses models. Accordingly, counsel for the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the cases might have concluded at trial and/or appeals.

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28. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiffs, the Class, and the State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the cases, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 8th day of October 2026, at Glendale, California.



Yasmin Hosseini

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EXHIBIT 1

LAWYERS FOR JUSTICE, PC

July 28, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: *CP KELCO U.S., INC.; J.M. HUBER MICROPOWDERS INC.*

Dear Representative:

We have been retained to represent Alfonso Morales against CP Kelco U.S., Inc., and J.M. Huber Micropowders Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "CP Kelco") for violations of California wage-and-hour laws. Mr. Morales seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Morales seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

CP Kelco employed Mr. Morales as an hourly-paid, non-exempt employee from approximately March 2022 to approximately January 2023, in the State of California.

The "aggrieved employees" that Mr. Morales may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, CP Kelco has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, and 16-2001.

CP Kelco required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to,

waiting in line to clock-in and/or clock out, responding to work-related inquiries, and arriving to work early to find parking.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Morales and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Morales and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, CP Kelco required Mr. Morales and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, CP Kelco failed to pay Mr. Morales and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, CP Kelco failed to pay Mr. Morales and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, CP Kelco did not provide Mr. Morales and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from CP Kelco were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to

include the total hours worked by Mr. Morales and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Morales and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Morales and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Morales and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Morales and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, CP Kelco failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Morales and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, CP Kelco did not provide Mr. Morales and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee … under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 16-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, CP Kelco failed to pay Mr. Morales and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Morales and the other aggrieved employees reported to work and were

furnished less than half the usual or scheduled day's work. During the relevant time period, CP Kelco failed to pay Mr. Morales and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Morales and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Morales and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by CP Kelco. These costs include, but are not limited to, the purchasing and maintenance of tools.

Therefore, on behalf of all aggrieved employees, Mr. Morales seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

CP Kelco U.S., Inc.
J.M. Huber Micropowders Inc.
c/o The Corporation Company
Agent for Service of Process
555 Capitol Mall, Ste 1150
Sacramento, CA 95814

LAWYERS FOR JUSTICE, PC
410 ARDEN AVE, SUITE 203 / GLENDALE, CA 91203

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J.M. Huber Micropowders Inc.
c/o The Corporation Company
Agent for Service of Process
555 Capitol Mall, Ste 1150
Sacramento, CA 95814

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2. Article Number *(Transfer from service label)*

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A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

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If YES, enter delivery address below: ☐ No

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Sacramento, CA 95814

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

EXHIBIT 2

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE OF CLAIMS

This Joint Stipulation of Class Action and PAGA Settlement and Release of Claims ("Settlement," "Agreement" or "Settlement Agreement") is made and entered into by and between Plaintiffs Alfonso Morales and Aliyah Williams ("Plaintiffs" or "Class Representatives"), individually and on behalf of all others similarly situated and aggrieved employees, and Defendant CP Kelco U.S., Inc. ("Defendant") (collectively with Plaintiffs, the "Parties").

This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as defined herein), Aggrieved Employees (as defined herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On July 28, 2023, Plaintiff Alfonso Morales ("Plaintiff Morales") provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant giving notice of his intent to pursue civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, et seq. ("PAGA"), on behalf of himself, the State of California, and a proposed group of aggrieved employees for alleged violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders ("LWDA Notice"). Plaintiff Morales filed his California Private Attorneys General Act Complaint on October 2, 2023, entitled *Alfonso Morales v. CP Kelco U.S., Inc.,* Superior Court of California for the County of San Diego, Case No. 37-2023-00042891-CU-OE-CTL (the "PAGA Action") against Defendant, asserting a single cause of action under PAGA (the "PAGA Complaint").

2. On October 2, 2023, Plaintiff Morales commenced a putative class action entitled *Alfonso Morales v. CP Kelco U.S., Inc.,* Superior Court of California for the County of San Diego, Case No. 37-2023-00042644-CU-OE-CTL (the "Class Action") against Defendant, alleging nine (9) causes of action under the California Labor Code for alleged failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods and associated premiums, failure to provide rest periods and associated premiums, failure to pay timely wages during employment, failure to timely pay final wages, failure to maintain compliant payroll records, failure to keep compliant wage statements, and failure to reimburse

business expenses, as well as a tenth cause of action for violations of California Business and Professions Code Section 17200 *et seq.*, based on alleged violations of multiple provisions of the California Labor Code and Industrial Welfare Commission Wage Orders.

3. On September 9, 2024, Plaintiff Morales filed a First Amended Class Action Complaint for Damages. On October 31, 2024, Plaintiff Morales filed a Second Amended Class Action Complaint for Damages ("Class Action Complaint"), adding Plaintiff Aliyah Williams as a named plaintiff. The PAGA Action and Class Action are collectively referred to as the "Actions."

4. Defendant denies each and every material allegation asserted in the Actions, denies any liability or wrongdoing of any kind, and denies that Plaintiffs or any Settlement Class Member or Aggrieved Employee is entitled to any recovery. Defendant contends that it has complied at all times, and has made good-faith efforts to comply at all times, with all applicable federal and California wage and hour laws, including the California Labor Code and applicable Industrial Welfare Commission Wage Orders. Defendant asserts that it adopted a comprehensive timekeeping and meal period compliance program many years before Plaintiffs initiated the Action, including procedures encouraging employees to report timekeeping and meal period issues and requiring supervisors and payroll employees to correct those issues. Defendant further contends that it maintained lawful payroll, timekeeping, meal period, rest period, wage statement, and expense reimbursement policies and practices throughout the relevant periods and has substantial defenses to the claims asserted in the Actions. Nevertheless, in order to avoid the burden, expense, uncertainty, distraction, and disruption associated with continued litigation, and without admitting liability or wrongdoing of any kind, Defendant has agreed to resolve the Actions pursuant to the terms of this Settlement Agreement.

5. The Parties have conducted extensive investigation of facts and law, including any and all applicable defenses and the applicable law. Through informal discovery methods, Plaintiffs and Class Counsel obtained, reviewed, and considered extensive information, data, and documents to assess the claims and allegations.

6. On March 13, 2025, the Parties participated in a full-day mediation with Christopher E. Panetta, Esq. (the "Mediator"), a respected mediator experienced in mediating complex wage and hour class and PAGA actions. The settlement discussions were conducted at arm's-length, and the Settlement

is the result of an informed and detailed analysis of Defendant's alleged potential liability and alleged total exposure in relation to the costs and risks associated with continued litigation. Based on the documents and data produced, as well as Class Counsel's own independent investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

7. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims. Nothing in this Settlement Agreement, or in the fact of settlement itself, shall be construed as an admission of liability, wrongdoing, fault, or violation of law by Defendant or any Released Party. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions. Defendant expressly reserves all available factual and legal defenses to the claims asserted in the Actions, including all defenses relating to class certification, representative treatment, liability, and damages. The Parties further agree that any certification of a settlement class or approval of representative treatment is solely for purposes of effectuating this Settlement and shall have no precedential or evidentiary effect if the Settlement is not approved.

DEFINITIONS

8. The following definitions apply throughout this Settlement Agreement. Defined terms contained elsewhere in this Settlement Agreement will have the meanings assigned to them when first defined:

a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class Counsel's litigation and resolution of this Action, which shall not exceed 35% of the Gross Settlement Amount (i.e., $343,000.00 if the Gross Settlement Amount remains $980,000.00) and reimbursement of all litigation costs and expenses actually incurred by Class Counsel in prosecuting and resolving the Actions, as approved by the Court.

b. "Class Counsel" means Arby Aiwazian, Joanna Ghosh, Yasmin Hosseini, and Helene Mayer of Lawyers *for* Justice, P.C., counsel for Plaintiffs, who will seek to be appointed counsel

for the Class.

c. "Class Data and List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from its reasonably available business records and provide to the Settlement Administrator within thirty (30) calendar days after Preliminary Approval. Unless otherwise agreed by the Parties, the information shall be provided in a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known address; Social Security Number; start dates and end dates of employment; and whether the Class Member signed a release or separation agreement. The Settlement Administrator shall maintain the confidentiality of the Class Data and shall use it solely for purposes of administering the Settlement.

d. "Class Member(s)" or "Class" means all current and former non-exempt employees who worked for Defendant CP Kelco U.S., Inc. in California at any time during the Class Period (as defined below).

e. "Class Notice" means the Court-approved Notice of Class Action and PAGA Settlement, substantially in the form attached as "**Exhibit A.**"

f. "Class Period" means the period from October 2, 2019 to March 23, 2026 (i.e. 90 days after the Parties executed the Memorandum of Understanding with respect to the Settlement).

g. "Class Representatives" or "Plaintiffs" means Alfonso Morales and Aliyah Williams.

h. "Court" means the Superior Court of the State of California for the County of San Diego.

i. "Defendant" means CP Kelco U.S., Inc.

j. "Defendant's Counsel" means Marie Burke Kenny of Procopio, Cory, Hargreaves & Savitch LLP, or any other or subsequent counsel representing Defendant in connection with the Actions.

k. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters its Order Granting Final Approval of the Settlement and Judgment approving the Settlement; and (b) the Judgment has become final, meaning the later of (i) the last day on which any appeal might be filed with respect to the Final Approval Order and Judgment, assuming no appeal is

filed, or (ii) the date of final resolution of any appeal(s) with respect to the Final Approval Order and Judgment, including expiration of any time to seek reconsideration of further review or further appellate proceedings.

l. "Employer Taxes" means the employer's share of payroll taxes, including any required FICA, FUTA, state unemployment insurance, and other legally required employer payroll taxes and contributions attributable to the wage portion of the Individual Settlement Shares, which shall be paid by Defendant separately from and in addition to the Gross Settlement Amount.

m. "Service Award" means the amount approved by the Court to be paid to each Plaintiff in recognition of their efforts and work in prosecuting the Actions on behalf of Class Members, the State of California and Aggrieved Employees, as set forth below.

n. "Final Approval" means the Court's entry of the Final Approval Order and Judgment approving the Settlement as fair, reasonable, and adequate.

o. "Final Approval Hearing" means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

p. "Individual PAGA Payment" means the amount payable to each Aggrieved Employee from the 25% portion of the PAGA Penalties that is allocated to the Aggrieved Employees, as provided in this Settlement Agreement.

q. "Individual Settlement Payment" means the net amount payable to each Settlement Class Member, after deduction of the employee's share of applicable payroll taxes and withholdings attributable to the wage portion of the Individual Settlement Share, as provided in this Settlement Agreement.

r. "Individual Settlement Share" means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be calculated in accordance with this Settlement Agreement.

s. "Gross Settlement Amount" means the amount of Nine Hundred and Eighty Thousand Dollars ($980,000.00). In recognition of the release agreements previously obtained by Defendant from Class Members, Defendant shall receive a credit of Three Hundred Fifteen Thousand Dollars ($315,000.00) toward the Gross Settlement Amount, resulting in a remaining payment

obligation of Six Hundred Sixty-Five Thousand Dollars ($665,000.00), subject to the terms of this Settlement Agreement. The Gross Settlement Amount is in full and final settlement of the Released Claims and the Actions, which is inclusive of the Attorneys' Fees and Costs, Service Award, PAGA Penalties (which comprise of both the LWDA Payment and the Individual PAGA Payments), Net Settlement Amount to be paid to the Settlement Class Members, and Settlement Administration Costs. Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount.

t. "LWDA Payment" means the seventy-five percent (75%) portion of the PAGA Payment payable to the California Labor and Workforce Development Agency pursuant to Labor Code section 2699, subdivision (i), as set forth in this Settlement Agreement.

u. "Net Settlement Amount" means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the Court-approved Attorneys' Fees and Costs, Service Award, LWDA Payment, Individual PAGA Payments, and Settlement Administration Costs.

v. "Notice of Objection" means a Class Member's written objection to the Settlement Agreement, which must include: (a) the case name and number of the Action(s); (b) the objector's full name, signature, address, and telephone number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; and (d) copies of any papers, briefs, or other documents upon which the objection is based.

w. "PAGA Group Member(s)" or "Aggrieved Employees" means all current and former non-exempt employees who worked for Defendant CP Kelco at any time in California during the PAGA Period.

x. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. The Settlement Administrator shall calculate each Aggrieved Employee's total number of PAGA Pay Periods using the Class Data provided by Defendant.

y. "PAGA Payment" means a total payment of ninety thousand dollars ($90,000.00) allocated from the Gross Settlement Amount to settle the released claims under the Private Attorneys General Act. Seventy-five percent (75%) of the PAGA Payment will be paid to the LWDA ("LWDA

Payment") and twenty-five percent (25%) will be distributed to Aggrieved Employees as Individual PAGA Payments.

z. "PAGA Period" means the period from July 28, 2022 to March 23, 2026 (i.e. 90 days after the Parties executed the Memorandum of Understanding with respect to the Settlement).

aa. "PAGA Settlement" means the settlement and resolution of the Released PAGA Claims.

bb. "Parties" means Plaintiffs and Defendant, collectively, and "Party" means either the Plaintiffs or Defendant.

cc. "Preliminary Approval" means entry by the Court of an order granting preliminary approval of the Settlement Agreement.

dd. "Released Class Claims" means (i) all claims, rights, demands, liabilities and causes of action that were alleged, or reasonably could have been alleged, based on the facts and allegations in the operative complaint in the Class Action, during the Class Period, based upon the following categories of allegations: failure to pay minimum, overtime or doubletime wages (including for alleged off-the-clock work or preliminary work or postliminary work), failure to include bonuses, commissions, shift differentials, or other incentive pay in the regular rate of pay for overtime or doubletime, failure to provide meal periods, failure to provide rest periods, failure to pay meal or rest period premiums at the regular rate of pay, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to reimburse business expenses, and failure to pay all wages due upon termination of employment ("Alleged Violations"); (ii) all claims for violations of the Industrial Welfare Commission Wage Orders, California Labor Code, and California's unfair business practices laws that arise from the Alleged Violations; and (iii) any potential penalties, interest or attorneys' fees associated with these causes of action or Alleged Violations under California or federal law. This release expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

ee. "Released PAGA Claims" means all claims for civil penalties under the Private Attorneys General Act that were alleged in the Operative Complaint in the PAGA Action and Plaintiff Morales' PAGA Notice and Amended PAGA Notice submitted to the Labor and Workforce

Development Agency, arising during the PAGA Period, including claims predicated upon alleged violations of California Labor Code sections 201, 202, 203, 204, 216(a), 226, 226.7, 510, 512(a), 551, 552, 558, 558.1, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, based upon the following categories of alleged unlawful conduct: failure to pay minimum wages; failure to pay overtime wages; failure to pay overtime for off-the-clock work performed before scheduled shifts, after scheduled shifts, during meal periods, during rest periods, while waiting to clock in or clock out, or while responding to work-related inquiries; failure to include shift differentials, bonuses, performance pay, or other non-discretionary remuneration in the regular rate of pay; failure to provide compliant meal periods; failure to provide compliant rest periods; failure to timely pay wages during employment; failure to timely pay all wages due upon separation of employment; failure to furnish accurate and complete itemized wage statements, including failure to report all hours worked; failure to provide one day's rest in seven; failure to maintain accurate payroll records; failure to provide reporting time pay; failure to reimburse necessary business expenses, including tools and equipment; and all related civil penalties, statutory remedies, interest, attorneys' fees, and other relief available under PAGA arising from those alleged violations. The Released PAGA Claims expressly exclude all non-PAGA claims, claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims arising outside the PAGA Period. This PAGA release expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

ff. "Released Parties" means Defendant and its present and former parent companies, subsidiaries, affiliates (including but not limited to dismissed parties J.M. Huber Micropowders, Inc. and J.M. Huber Corporation), divisions, and joint ventures, and all of their past and present shareholders, officers, directors, employees, agents, servants, owners, members, executors, administrators, general partners, limited partners, real or alleged alter egos, predecessors, successors, transferees, assigns, registered representatives, attorneys, insurers, partners, profit sharing, savings, health and other employee benefit plans of any nature, the successors of such plans and those plans' respective trustees, administrators, agents, employees, attorneys, fiduciaries, and other persons acting on their behalf, and

each of them, and the predecessors and successors, assigns and legal representatives of all such entities and individuals.

gg. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) contain the case name and number of the Action(s); (b) be signed by the Class Member; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be returned by fax or mail to the Settlement Administrator at the address and/or facsimile number specified in the Class Notice, postmarked or faxed on or before the Response Deadline. The date of the postmark on the return mailing envelope or fax-stamp on the submission will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the Settlement will be deemed a Settlement Class Member and will be bound by all terms of the Settlement Agreement if the Settlement is granted Final Approval by the Court. Any Class Member who does not timely submit a valid Request for Exclusion shall be deemed a Settlement Class Member and shall be bound by all terms of this Settlement Agreement upon Final Approval.

hh. "Response Deadline" means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or dispute of the Workweeks credited to them, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the 45th day falls on a Saturday, Sunday or federal legal holiday, in which case the Response Deadline will be extended to the next court day. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days.

ii. "Settlement Administrator" means Simpluris, Inc. ("Simpluris"), or any other neutral third-party class action settlement administrator agreed to by the Parties and approved by the Court to administer this Settlement. The Settlement Administrator shall establish the Qualified Settlement Fund, administer notice, calculate settlement payments, distribute settlement funds, perform all required tax reporting, maintain the confidentiality of the Class Data, and perform the duties assigned

under this Settlement Agreement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

jj. "Settlement Administration Costs" means the Court-approved costs payable from the Gross Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in the Settlement Agreement. The Settlement Administration Costs are currently estimated not to exceed Fifteen Thousand Dollars ($15,000.00).

kk. "Settlement Class Members" means all Class Members who do not timely submit a valid Request for Exclusion from the Settlement (collectively referred to as "Settlement Class").

ll. "Workweeks" means any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member was employed by Defendant during the Class Period in California. The workweeks will be calculated by the Settlement Administrator by using the Class Data and List furnished by the Defendant and will be presumed to be correct unless a Class Member proves otherwise through written credible evidence satisfactory to the Settlement Administrator. All Workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all Workweek disputes will be final, unless otherwise ordered by the Court.

CLASS CERTIFICATION

9. 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 Defendant or any Released Party that any of the allegations asserted in the Actions have merit or that Defendant violated any law or that Defendant has any liability for any wrongdoing or claims asserted. Defendant expressly denies each and every material allegation asserted in the Actions and contends that it has complied at all times, and has made good-faith efforts to comply at all times, with all applicable federal and California wage and hour laws.

10. The Parties agree that class certification and representative treatment are for settlement purposes only. Should, for any reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in, any proceeding concerning class certification or representative

treatment in a non-settlement context. Further, should, for any reason, the Court not grant Final Approval, Defendant reserves the right to contest class certification and representative treatment on any grounds, reserves all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses.

TERMS OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants, promises and agreements set forth herein below, the Parties agree, subject to the Court's approval, as follows:

11. Funding and Disbursement of the Gross Settlement Amount.

a. Within fifteen (15) calendar days after the entry of the Final Approval Order and Judgment, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement and establish a Qualified Settlement Fund ("QSF") pursuant to IRS rules and regulations into which the Gross Settlement Amount will be deposited and from which payments required by the Settlement Agreement will be made.

b. Within sixty (60) calendar days of the Final Approval Order, Defendant will deposit into the QSF the remaining payment obligation of Six Hundred Sixty-Five Thousand Dollars ($665,000.00), after application of the Three Hundred Fifteen Thousand Dollar ($315,000.00) credit described in Paragraph 8(s) of this Settlement Agreement, together with any Employer Taxes required under this Settlement Agreement.

c. Within thirty (30) calendar days of Defendant's funding of the remaining balance of the Gross Settlement Amount in accordance with Paragraph 11(b), the Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement Class Members; (b) the LWDA Payment to the LWDA; (c) Individual PAGA Payments to PAGA Group Members; (d) Service Awards to Plaintiffs; (e) Attorneys' Fees and Costs to Class Counsel; and (f) Settlement Administration Costs to itself (the Settlement Administrator). The Settlement Administrator will also prepare and file all required tax forms and make all required tax withholdings, filings, and remittances with respect to the employee's share of payroll taxes attributable to the wage portion of the Individual Settlement Shares and the Employer Taxes, as

required for administration of the Settlement.

12. Attorneys' Fees and Costs. Class Counsel will request and Defendant will not oppose Attorneys' Fees of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., up to Three Hundred and Forty-Three Thousand Dollars ($343,000.00) and reimbursement of Costs and actual expenses associated with Class Counsel's litigation and settlement of the Actions, in an amount not to exceed Fifty Thousand Dollars ($50,000.00). The Attorneys' Fees and Costs will be paid from the Gross Settlement Amount subject to Court approval. These amounts shall constitute full compensation for any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation and resolution of the Actions, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement, as well as any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel shall be added to the Net Settlement Amount and be distributed on a pro rata basis to Settlement Class Members.

13. Service Awards. In recognition of their efforts and work in prosecuting the Actions, Defendant agrees not to oppose or impede any application or motion seeking a Service Award in an amount up to Ten Thousand Dollars ($10,000.00) each for Plaintiff Morales and Plaintiff Williams (for a total of $20,000.00). The Service Awards, if approved by the Court, will be paid from the Gross Settlement Amount and will be in addition to each Plaintiff's Individual Settlement Payment and Individual PAGA Payment otherwise payable pursuant to this Settlement Agreement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiffs for the Service Awards, and Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Plaintiffs agree to indemnify and hold Defendant and the Released Parties harmless from any claim or liability for taxes, penalties, or interest thereon arising as a result of the Service Awards. Should the Court approve Service Awards to Plaintiffs in an amount that is less than that set forth above, the difference between the lesser amount approved by the Court and the amount as allocated above shall be added to the Net Settlement Amount and be distributed on a

pro rata basis to Settlement Class Members.

14. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Fifteen Thousand Dollars ($15,000.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, printing, distributing, and tracking Class Notices and other documents for this Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms, performing all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as otherwise requested by the Parties or ordered by the Court. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to Court approval upon a showing of good cause. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs not required to compensate the Settlement Administrator for performing settlement administration duties shall be added to the Net Settlement Amount and distributed on a pro rata basis to Settlement Class Members.

15. PAGA Payment. Subject to approval by the Court, the Parties agree that the amount of Ninety Thousand Dollars ($90,000.00) from the Gross Settlement Amount will be allocated toward settlement of the Released PAGA claims as penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq*., of which seventy-five percent (75%), or $67,500.00, will be paid to the LWDA (i.e., the LWDA PAGA Payment) and twenty-five percent (25%), or $22,500.00, will be distributed to Aggrieved Employees as Individual PAGA Payments.

16. Individual Settlement Share and Individual PAGA Payment Calculations. Class Members shall not be required to submit a claim in order to receive a share of the Net Settlement Amount, and Aggrieved Employees shall not be required to submit a claim in order to receive a share of the 25% portion of the PAGA Payment that is allocated to the PAGA Group, and no portion of the Gross Settlement Amount shall revert to Defendant. Individual Settlement Shares and Individual PAGA Payments will be calculated and apportioned based on Settlement Shares, as described below, the Workweek and PAGA Pay Periods, respectively, as follows:

a. Individual Settlement Shares.

i. After Preliminary Approval of the Settlement, the Settlement Administrator shall calculate each Class Member's estimated Settlement Shares in accordance with this Settlement Agreement. Each Workweek during which a participating Class Member who did not execute a release or severance agreement ("Non-Released Workweek") shall be assigned three (3) Settlement Shares. Each Workweek during which a participating Class Member executed a release or severance agreement ("Released Workweek") shall be assigned one (1) Settlement Share. The Settlement Administrator shall divide the estimated Net Settlement Amount by the total Settlement Shares of all Class Members to determine the "Estimated Settlement Share Value," and shall multiply each Class Member's Settlement Shares by the Estimated Settlement Share Value to determine his or her estimated Individual Settlement Share.

ii. After Final Approval, the Settlement Administrator shall calculate the final Settlement Shares for all Settlement Class Members using the same methodology described in Paragraph 16(a)(i) above. The final Net Settlement Amount shall be divided by the total Settlement Shares of all Settlement Class Members to determine the "Final Settlement Share Value," and each Settlement Class Member's Settlement Shares shall be multiplied by the Final Settlement Share Value to determine his or her Individual Settlement Share.

b. Individual PAGA Payments.

i. To determine the Individual PAGA Payment for each PAGA Group Member, the Settlement Administrator will divide the 25% portion of the PAGA Payment that is allocated to the PAGA Group, i.e., $22,500.00, by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period ("Total PAGA Pay Periods"), thereby determining the PAGA Pay Period Value. The Settlement Administrator will then multiply the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each individual PAGA Group Member during the PAGA Period to determine his or her Individual PAGA Payment.

17. Settlement Awards Do Not Trigger Additional Benefits. All payments to Plaintiffs, Settlement Class Members, and Aggrieved Employees shall be deemed to be income to Plaintiffs, Settlement Class Members, and Aggrieved Employees solely in the year in which such payments are

actually received. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiffs, any Settlement Class Member, or any Aggrieved Employees to any additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Period or, if applicable, the PAGA Period, nor will it entitle them to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period or, if applicable, the PAGA Period).

18. Delivery of the Class Data and List. Within thirty (30) calendar days of Preliminary Approval, Defendant will provide the Class Data and List to the Settlement Administrator.

19. Notice by First Class U.S. Mail.

a. Within ten (10) business days after receiving the Class Data and List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar address verification services available, such as provided by Experian, to update and correct for any known or identifiable address changes, and will mail a Class Notice (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current mailing addresses identified by the Settlement Administrator.

b. With respect to Class Notices that are returned as undeliverable and received by the Settlement Administrator on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace and re-mail the Class Notice within five (5) calendar days. Any Class Notice re-mailed pursuant to this paragraph shall entitle the affected Class Member to the extended Response Deadline provided in Paragraph 8(hh).

20. Dispute Regarding Workweeks. Class Members will have an opportunity to dispute the number of Workweeks and the classification of any Workweeks as Released Workweeks or Non-Released Workweeks reflected in their respective Class Notices. In order to dispute their Workweeks or Settlement Share allocation, Class Members must submit a written letter to the Settlement Administrator that: (a) states the case name and number of the Action(s); (b) is signed by the Class Member; (c) states the full name, address, telephone number, and the last four digits of the Social

Security Number of the disputing Class Member; (d) clearly states the basis of the dispute, including the number of Workweeks and/or the classification of Released Workweeks or Non-Released Workweeks that the Class Member contends is correct; (e) includes information and/or attaches documentation demonstrating that the number of Workweeks or Settlement Share allocation that they contend should be credited to them is correct; and (f) is returned by email, fax or mail to the Settlement Administrator at the specified address or email address and/or facsimile number, postmarked, emailed or fax-stamped on or before the Response Deadline. The date of the postmark on the return mailing envelope, email transmission, or fax-stamp on the submission will be the exclusive means to determine whether a dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records or demonstrating that Defendant incorrectly identified Released Workweeks or Non-Released Workweeks, Defendant's records will be presumed correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member after providing copies to Class Counsel and Defendant's Counsel. Defendant shall have the opportunity to submit information and supporting documentation from its business records regarding the disputed Workweeks and/or Settlement Share classification for the Settlement Administrator's consideration. The Settlement Administrator will thereafter resolve and determine the number of eligible Workweeks and Settlement Shares that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator shall notify Class Counsel and Defendant's Counsel of the dispute, provide copies of any documentation submitted by the Class Member, and advise them of the outcome.

21. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments to the Settlement Class Members, and Individual PAGA Payments to Aggrieved Employees, via First-Class U.S. Mail in accordance with this Settlement Agreement. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be cancelled. After the 180-day check-cashing deadline, the Parties shall file a stipulation to amend the Final Approval Order and Judgment that sets forth the total amount to be paid to Settlement Class Members and the amount of unpaid residue,

plus any interest on such funds. All funds associated with cancelled Individual Settlement Payment checks shall be paid to the designated *cy pres* recipient, the National Employment Law Project ("NELP"). NELP is a nonprofit advocacy organization whose mission is to build a just and inclusive economy where all workers thrive in good jobs. Any such distribution shall comply with California Code of Civil Procedure section 384, subdivision (b), after the Court enters an order approving the Parties' stipulation to amend the Final Approval Order and Judgment. All funds associated with cancelled Individual PAGA Payment checks shall be transmitted in the name of the applicable Aggrieved Employee to the California Controller's Unclaimed Property Fund, consistent with applicable law. Within sixty (60) calendar days after completion of the settlement distribution, the Settlement Administrator will provide written certification of completion of settlement administration to Class Counsel and to Defendant's Counsel. The Settlement Administrator may, as necessary, undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual Settlement Payment or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment checks are cancelled shall, nevertheless, be bound by this Settlement Agreement. Similarly, Aggrieved Employees whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by this Settlement Agreement.

22. Procedure for Requesting Exclusion from the Settlement. Any Class Member wishing to be excluded from the Settlement must submit a timely and valid Request for Exclusion to the Settlement Administrator. A Request for Exclusion must: (1) contain the case name and number of the Action(s); (2) contain the Class Member's full name, address, telephone number, and last four digits of his or her Social Security number; (3) be signed by the Class Member; (4) contain a clear statement that the Class Member requests to be excluded from the Settlement; and (5) be sent to the Settlement Administrator by email, mail or fax, emailed, postmarked or fax-stamped by no later than the Response Deadline. The Class Notice shall contain instructions on how to opt out. The date of the email, fax-stamp or the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted, and also

identify the individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class Member who timely submits a valid Request for Exclusion is prohibited from making any objection to the Settlement Agreement or appeal approval of the class settlement. Aggrieved Employees may not exclude themselves from the PAGA aspects of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of Judgment, PAGA Group Members are deemed to release the claims identified in this Settlement Agreement and are eligible for an Individual PAGA Payment.

23. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class Member who does not affirmatively request exclusion from the Settlement by submitting a timely and valid Request for Exclusion shall be deemed to be a Settlement Class Member under this Agreement, entitled to all benefits and bound by all of the terms and conditions of the Settlement, including and not limited to those pertaining to the Released Class Claims, as well as the Final Approval Order and Judgment that may be entered by the Court if it grants Final Approval of the Settlement.

24. Procedures for Objecting to the Settlement. To object to the Settlement, Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) may present their objection orally at the Final Approval Hearing and/or submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, on or before the Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and contain the required information as set forth in this Settlement Agreement. The date of the postmark on the return mailing envelope or fax-stamp on the submission of the Notice of Objection will be deemed the exclusive means for determining that the Notice of Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Settlement or appeal from the Final Approval Order and Judgment.

25. Reports By the Settlement Administrator Regarding Settlement Administration. The Settlement Administrator will provide Defendant's Counsel and Class Counsel weekly reports which certify: (a) the number of Class Members who have submitted a dispute of Workweeks; (b) the number of Class Members who have submitted timely and valid Requests for Exclusion or timely and complete Notices of Objection; and (c) the number of undeliverable and re-mailed Class Notices. The Settlement

Administrator shall also provide Defendant's Counsel and Class Counsel copies of all Requests for Exclusion, Notices of Objection, and Workweek and/or Settlement Share disputes, together with any supporting documentation submitted by Class Members. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested, and immediately notify Defendant's Counsel and Class Counsel when it receives a request from an individual or any other entity regarding inclusion in the Class and/or settlement.

26. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

27. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: ten percent (10%) to wages and ninety percent (90%) to penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portion allocated to interest, penalties, and non-wage damages will be reported on an IRS Form 1099 by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payment (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The employer's share of taxes and contributions on the wages portion of Individual Settlement Shares will be paid by Defendant separately and in addition to the Gross Settlement Amount. Individual PAGA Payments will be reported on an IRS Form 1099 by the Settlement Administrator.

28. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, Aggrieved Employees, and Class Counsel any W-2, 1099, or other tax forms as may be required by this Settlement Agreement and by law for all amounts paid pursuant to the Settlement. The Settlement Administrator will also be responsible for forwarding all taxes, contributions, and withholdings with respect to the wages portion of Individual Settlement Shares to the appropriate federal, state and local taxing authorities.

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29. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs and Settlement Class Members understand and agree that Plaintiffs, Settlement Class Members and Aggrieved Employees will be solely responsible for correctly characterizing any compensation received under the Settlement for tax purposes reporting such amounts on their respective income tax returns, and paying any and all taxes, interest, or penalties attributable to amounts received under the Settlement.

30. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (a) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (b) THE ACKNOWLEDGING PARTY (i) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (ii) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (iii) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (c) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX

STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

31. No Prior Assignments. The Parties and their counsel represent, covenant, 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 herein released and discharged.

32. Release of Claims by Settlement Class Members. Upon the Effective Date and Defendant's satisfaction of its funding obligations under this Settlement Agreement, Plaintiffs and all Settlement Class Members (i.e., Class Members who do not submit a valid and timely Request for Exclusion), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from all Released Class Claims they may have or had. Settlement Class Members do not release any other claims (except for the Released PAGA Claims to the extent that they are also Aggrieved Employees), including claims for vested benefits, wrongful termination, claims under the California Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

33. General Release of Claims by Plaintiffs. In addition, upon the Effective Date and Defendant's satisfaction of its funding obligations under this Settlement Agreement, Plaintiffs will be deemed to have fully released, settled, compromised, relinquished, and discharged the Released Parties from all claims arising from Plaintiffs' employment with Defendant, separation of employment from Defendant, and any acts that have or could have been asserted in any legal action or proceeding against Defendant, whether known or unknown, arising under any federal, state, or local law, or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages,

benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the date on which the Settlement is executed. With respect to those claims released by Plaintiffs in an individual capacity, Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil Code Section 1542, which provides:

> 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.

Plaintiffs understand and agree that claims or facts in addition to or different from those which are now known or believed by them to exist may hereafter be discovered. It is Plaintiffs' intention to settle fully and release all claims they now have against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, vested retirement or employee benefits, or any other claims that cannot be released as a matter of law.

34. Release of Claims by Aggrieved Employees. In addition, upon the Effective Date and Defendant's satisfaction of its funding obligations under this Settlement Agreement, Plaintiffs and all Aggrieved Employees, will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all Released PAGA Claims they may have had or had.

35. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement. Upon full execution of this Settlement Agreement, Plaintiffs shall promptly obtain a hearing date for Plaintiffs' Motion for Preliminary Approval of the Settlement, which Plaintiff and Class Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in support of the motion and also submit this Settlement Agreement to the LWDA. Class Counsel will provide Defendant's Counsel a draft of the motion and all supporting papers before filing the motion. Defendant's Counsel shall have a reasonable opportunity to review the draft and propose revisions consistent with the terms of this Settlement Agreement. Class Counsel shall consider Defendant's proposed revisions in good faith

and the Parties shall meet and confer regarding any disputed revisions before the motion is filed. Defendant agrees not to oppose the motion consistent with this Settlement Agreement. The motion shall apply to the Court for the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the following:

a. Conditionally certifying the class for settlement purposes only;

b. Granting Preliminary Approval of the Settlement;

c. Preliminarily appointing Plaintiffs as Class Representatives;

d. Preliminarily appointing Class Counsel as counsel for the Class;

e. Appointing Simpluris, Inc. as the Settlement Administrator;

f. Approving, as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing to the Class by First Class U.S. Mail;

g. Approving the manner and method for Class Members to request exclusion from the Settlement, dispute the number of Workweeks or Settlement Shares credited to them, or object to the Settlement as contained herein and within the Class Notice; and

h. Scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class Members and Aggrieved Employees.

36. Duties of the Parties With Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for (a) Individual Settlement Payments; (b) LWDA Payment; (c) Individual PAGA Payments; (d) Attorneys' Fees and Costs; (e) Service Awards; and (f) Settlement Administration Costs. Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel shall provide Defendant's Counsel with a draft of the motion and all supporting papers before filing it with the Court. Defendant's Counsel shall have a reasonable opportunity to review the draft and propose revisions consistent with the terms of this Settlement Agreement. Class Counsel shall consider Defendant's proposed revisions in good faith, and the Parties shall meet and confer regarding any disputed revisions before the motion is filed. By way of the motion,

Plaintiffs will apply for the entry of the mutually-agreed upon proposed order and judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part, the following:

a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Certifying the class for settlement purposes;

c. Awarding Attorneys' Fees and Costs to Class Counsel;

d. Awarding Service Awards to Plaintiffs;

e. Awarding Settlement Administration Costs to the Settlement Administrator;

f. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and

g. Entering judgment in the Actions, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

37. Termination or Revocation of Settlement.

a. If five percent (5%) or more of the Class Members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement by providing written notice of exercising its right of rescission, to Class Counsel and to the Settlement Administrator within fourteen (14) calendar days of the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to that date.

38. Effects of Termination of the Settlement. Termination of the Settlement Agreement shall have the following effects:

a. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;

b. In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any Party, Class Member, or attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated;

c. The Preliminary Approval Order, Final Approval Order and Judgment, including any order certifying the class, shall be vacated;

d. The Settlement Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Actions prior to the execution of the Settlement Agreement;

e. Neither this Settlement Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Actions or any other action for any purpose whatsoever; and

f. Any documents generated to bring the Settlement into effect, will be null and void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning; and

g. The Parties shall request that the Court reopen proceedings within thirty (30) calendar days.

39. Termination Clause. Defendant has represented that the Class Members have worked an estimated 44,000 Workweeks during the period October 2, 2019 to March 13, 2025, and that Aggrieved Employees have worked an estimated 10,465 pay periods during the period July 28, 2022 to March 13, 2025. Should the actual number of Workweeks worked by Class Members exceed more than 10% of this figure (i.e. if there are 48,400 or more Workweeks worked by March 13, 2025) or the pay periods worked by the Aggrieved Employees exceed more than 10% (i.e. if there are 11,512 or more total PAGA Pay Periods worked by March 13, 2025), then Plaintiffs may exercise the option to withdraw from the Settlement, and if that occurs this Settlement Agreement will be entirely void. However, the Parties may also agree to modify the terms of this Settlement Agreement based on the changed facts. If Plaintiffs exercise the option to terminate this Settlement based on this Paragraph, Defendant shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to the date of termination.

40. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

41. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

42. Entire Agreement. Upon full execution of this Settlement Agreement by the Parties, this Settlement Agreement and any attached exhibits constitute the entire agreement between the Parties concerning the Settlement, and no other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

43. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Actions, except such proceedings necessary to implement and complete the Settlement Agreement, pending the Final Approval Hearing.

44. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

45. 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 Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

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46. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the release and contemplated judgment upon Final Approval as to the Settlement Class Members, and the release shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

47. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

48. California Law Governs. All terms of this Settlement Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

49. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

50. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

51. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid and enforceable to the fullest extent possible consistent with applicable law so as to give effect to all provisions of this Settlement Agreement valid and enforceable.

52. Plaintiffs' Waiver of Right to Be Excluded. Plaintiffs agree to sign this Settlement Agreement and, by signing this Settlement Agreement, acknowledge that they are bound by its terms

and are not entitled to request exclusion from the Settlement.

53. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, that it has violated any state, federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Defendant further contends that it has complied at all times, and has made good-faith efforts to comply at all times, with all applicable federal and California wage and hour laws, including the California Labor Code and applicable Industrial Welfare Commission Wage Orders. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant or any Released Party of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or any Released Party or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local or other applicable law.

54. Confidentiality and Publicity. Prior to filing a Motion for Preliminary Approval, the Named Plaintiffs and Plaintiffs' Counsel shall keep the fact, terms, and amount of the Settlement confidential and shall not disclose them to any person or entity except: (a) as necessary to communicate with Class Members regarding the Settlement; (b) as necessary to communicate with the Settlement Administrator, the LWDA, or the Court; (c) as necessary to prepare, file, and present the Motion for Preliminary Approval and related papers; or (d) as otherwise required by law, court order, or ethical obligation to advise Plaintiffs' Counsel's clients. Prior to filing a Motion for Preliminary Approval, neither the Named Plaintiffs nor Plaintiffs' Counsel shall publicize the Settlement or its terms through any press release, press conference, media contact, social media post, advertisement, solicitation, blog post, newsletter, or website posting. After the entry of the Preliminary Approval Order, the Parties shall

not issue any press release, hold any press conference, or initiate contact with any member of the press or media to publicize the Settlement or its terms. If any Party or counsel is contacted by the press or media regarding the Settlement, the response shall be limited to stating that the case has been resolved. Nothing in this paragraph shall prevent Plaintiffs' Counsel from communicating with Class Member, members of the PAGA Group, the Settlement Administrator, the LWDA, their clients, or the Court as necessary to carry out the terms of the Settlement or fulfill their ethical or procedural obligations.

55. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Settlement Agreement.

56. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

57. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel after full review by the Parties.

58. All Terms Subject to Court Approval. All amounts and procedures described in this Settlement Agreement herein are subject to Court approval.

59. Notices. All notices, demands, and other communications to be provided to counsel for the Parties concerning this Settlement Agreement shall be in writing and delivered by email or overnight mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiffs and Class Counsel:
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
Helene Mayer, Esq.
LAWYERS *for* JUSTICE, PC

To Defendant:
Marie Burke Kenny, Esq.
PROCOPIO, CORY, HARGREAVES & SAVITCH LLP
525 B Street, Suite 2200
San Diego, California 92101

450 North Brand Boulevard, Suite 900
Glendale, California 91203

60. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days. No individualized notice to the Class will be required.

61. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

62. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except by a written agreement signed by the Parties or their counsel, as authorized under this Settlement Agreement.

63. Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data and List provided to Class Counsel by Defendant 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.

64. 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.

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IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release of Claims between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF ALFONSO MORALES

Dated: 10/06/2026

Electronically Signed 2026-10-06 20:21:22 UTC - 216.102.22.105
Nintex AssureSign® ce08e983-cd98-4167-935b-b4c90157a628

Alfonso Morales, Plaintiff

PLAINTIFF ALIYAH WILLIAMS

Dated: 09/18/2026

Electronically Signed 2026-09-18 21:54:48 UTC - 67.173.251.72
Nintex AssureSign® ca5c9680-eb8d-4953-9146-b4c90157a628

Aliyah Williams, Plaintiff

DEFENDANT CP KELCO U.S. INC.,

Dated: 10/08/2026

Signed by:
Didier Viala
28DDA8274F5E4...

Full Name: Didier Viala
Title: President
On behalf of CP Kelco U.S. Inc., Defendant

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

Dated: October 6, 2026

Arby Aiwazian
Joanna Ghosh
Yasmin Hosseini
Helene Mayer
Attorneys for Plaintiffs and Proposed Class Counsel

PROCOPIO, CORY, HARGREAVES & SAVITCH LLP

Dated: 10/8/26

DocuSigned by:
Marie Burke Kenny
63F49C8AEE864CD...

Marie Burke Kenny
Attorneys for Defendant

EXHIBIT A

NOTICE OF JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE OF CLAIMS

ALFONSO MORALES et al. v. CP KELCO U.S., Inc. et al.

Superior Court of California for the County of San Diego

Class Action Case No. 37-2023-00042644-CU-OE-CTL
PAGA Action Case No. 37-2023-00042891-CU-OE-CTL

PLEASE READ THIS NOTICE OF SETTLEMENT CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the settlement reached in the above-referenced cases.

You do not need to take any action to receive a settlement payment in the Class Action or PAGA Action.

This Notice is designed to advise you of your rights and options, and how you can request to be excluded from the Class Action Settlement, object to the Class Action settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose. If you are an Aggrieved Employee, you may not request exclusion from the PAGA Settlement.

YOU ARE NOTIFIED THAT: A Class Action and PAGA Action settlement has been reached between Plaintiff Alfonso Morales, ("Plaintiff Morales"), Plaintiff Aliyah Williams, ("Plaintiff Williams"), and Defendant CP Kelco U.S. Inc., ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the actions entitled *Alfonso Morales et al. v. CP Kelco U.S. Inc. et al.*, Superior Court of California, County of San Diego, Case No. 37-2023-00042644-CU-OE-CTL and *Alfonso Morales v. CP Kelco U.S., Inc.*, Superior Court of California, County of San Diego, Case No. 37-2023-00042891-CU-OE-CTL (collectively, the "Actions"), which may affect your legal rights. On [Preliminary Approval Date], the Court granted Preliminary Approval of the settlement and scheduled a hearing on [Final Approval Hearing Date] at [Final Approval Hearing Time] A.M/P.M. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the Settlement.

I. IMPORTANT DEFINITIONS

"**Class**" means all current and former non-exempt employees who worked for Defendant CP Kelco U.S., Inc. in California at any time during the Class Period.

"**Class Member**" means a member of the Class.

"**Class Period**" means the period from October 2, 2019 through March 23, 2026.

"**Class Settlement**" means the settlement and resolution of Released Class Claims (described in Section III.D below).

"LWDA" means the California Labor and Workforce Development Agency.

"PAGA" means the California Private Attorneys General Act, California Labor Code section 2698 et seq.

"**PAGA Group Members**" or **"Aggrieved Employees"** means all current and former non-exempt employees who worked for Defendant CP Kelco at any time in California during the PAGA Period.

"PAGA Payment" means the total payment of $90,000.00 allocated from the Gross Settlement Amount to settle the Released PAGA Claims, of which 75% will be paid to the LWDA and 25% will be distributed to PAGA Group Members as Individual PAGA Payments.

"**PAGA Settlement**" means the settlement and resolution of Released PAGA Claims (described in Section III.D below).

"**PAGA Period**" means the time period from July 28, 2022 to March 23, 2026.

"**Response Deadline**" means the deadline by which you must submit a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which is forty-five (45) calendar days from the initial mailing of this Class Notice by the Settlement Administrator, unless the 45th day falls on a Saturday, Sunday, or federal legal holiday, in which case the Response Deadline will be extended to the next court day. If this Class Notice is re-mailed to you, your Response Deadline will be extended by fifteen (15) calendar days from the date of re-mailing.

II. BACKGROUND OF THE ACTION

On July 28, 2023, Plaintiff Morales provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of his intent to pursue civil penalties for alleged violations of the California Labor Code ("LWDA Notice"). On October 2, 2023, Plaintiff Morales filed a Class Action Complaint for Damages in the San Diego County Superior Court, Case No. 37-2023-00042644-CU-OE-CTL ("*Morales* Class Action"). On October 2, 2023, Plaintiff Morales filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the San Diego County Superior Court, Case No. 37-2023-00042891-CU-OE-CTL (the "PAGA Action"). On September 9, 2024, Plaintiff Morales filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("First Amended Complaint") in the Class Action. On October 31, 2024, Plaintiff Morales filed a Second Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Second Amended Complaint") thereby adding Plaintiff Williams to the *Morales* Class Action and PAGA Action. The PAGA Action and *Morales* Class Action are collectively referred to as the "Actions."

Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq*. Plaintiff Morales further alleges in the PAGA Action that Defendant engaged in conduct giving rise to civil penalties under PAGA. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies each and every material allegation asserted in the Actions, denies any liability or wrongdoing of any kind, and denies that Plaintiffs or any Settlement Class Member or Aggrieved Employee is entitled to any recovery. Defendant contends that it has complied at all times and has made good-faith efforts to comply at all times, with all applicable federal and California wage and hour laws, including the California Labor Code and applicable Industrial Welfare Commission Wage Orders. Defendant asserts that it adopted a comprehensive timekeeping and meal period compliance program many years before Plaintiffs initiated the Actions, including procedures encouraging employees to report timekeeping and meal period issues and requiring supervisors and payroll employees to correct those issues. Defendant further contends that it maintained lawful payroll, timekeeping, meal period, rest period, wage statement, and expense reimbursement policies and practices throughout the relevant periods and has substantial defenses to the claims asserted in the Actions. Nevertheless, in order to avoid the burden, expense, uncertainty, distraction, and disruption associated with continued litigation, and without admitting liability or wrongdoing of any kind, Defendant has agreed to resolve the Actions pursuant to the terms of the Settlement Agreement.

After investigation and analysis of the claims, the Parties engaged in good faith, arm's-length negotiations, including a full-day mediation, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims ("Agreement," "Settlement," or "Settlement Agreement").

On [Preliminary Approval Date], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs Alfonso Morales and Aliyah Williams as representatives of the Class ("Class Representatives"), and the following counsel as counsel for the Class ("Class Counsel"):

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
Helene Mayer, Esq.
Lawyers *for* Justice, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Group Member, you do not need to take any action to receive an Individual PAGA Payment. PAGA Group Members may not request exclusion from the PAGA Settlement, even if they request exclusion from the Class Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or

will be construed as an admission by Defendant or any Released Party that the claims in the Actions have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Group Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and PAGA Group Members. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount to be paid by Defendant is $980,000.00 (the "Gross Settlement Amount"). In recognition of the release agreements previously obtained by Defendant from Class Members, Defendant shall receive a credit of $315,000.00 toward the Gross Settlement Amount, resulting in a remaining payment obligation of $665,000.00. The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys' fees in an amount up to 35% of the Gross Settlement Amount (i.e., $343,000.00 if the Gross Settlement Amount remains $980,000.00) and reimbursement of litigation costs and expenses in an amount up to $50,000.00 to Class Counsel ("Attorneys' Fees and Costs"); (2) Service Awards in an amount up to $10,000.00 to Plaintiff Morales, and $10,000.00 to Plaintiff Williams (totaling $20,000.00); (3) Settlement Administration Costs in an amount up to $15,000.00 to the Settlement Administrator; and (4) the amount of $90,000.00 allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA Penalties"). The PAGA Penalties will be distributed 75% ($67,500.00) to the LWDA ("LWDA Payment") and the remaining 25% (i.e., $22,500.00) will be distributed to PAGA Group Members.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on Settlement Shares assigned according to the number of weeks each Class Member worked for CP Kelco U.S., Inc. as a non-exempt employee in California during the Class Period ("Workweeks") and whether those Workweeks are Released Workweeks or Non-Released Workweeks, as described below. After Preliminary Approval of the Settlement, the Settlement Administrator shall calculate each Class Member's Settlement Shares in accordance with the Settlement Agreement. Each Workweek of a Class Member who did not execute a release or severance agreement ("Non-Released Workweek") shall be assigned three (3) Settlement Shares. Each Workweek of a Class Member who executed a release or severance agreement ("Released Workweek") shall be assigned one (1) Settlement Share. The Settlement Administrator shall divide the estimated Net Settlement Amount by the total Settlement Shares of all Class Members to determine the Estimated Settlement Share Value, and shall multiply each Class Member's Settlement Shares by the "Estimated Settlement Share Value" to determine his or her estimated Individual Settlement Share (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued payment of their final Individual Settlement Share, which is their final Individual Settlement Share net of applicable employee payroll taxes and withholdings.

Each Individual Settlement Share will be allocated 10% to wages, which will be reported on an IRS Form W-2, and 90% to penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee's share of payroll taxes and withholdings attributable to the wage portion of Individual Settlement Shares. The employer's share of payroll taxes and contributions attributable to the wage portion of the Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Group Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the twenty-five percent (25%) portion of the PAGA Payment allocated to Aggrieved Employees ("Individual PAGA Payment"), based on the number of pay periods worked by each PAGA Group Member during the PAGA Period ("PAGA Pay Periods"). The Settlement Administrator will divide the 25% portion of the PAGA Payment that is allocated to the PAGA Group, i.e., $22,500.00, by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period ("Total PAGA Pay Periods"), thereby determining the PAGA Pay Period Value. The Settlement Administrator will then multiply the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each individual PAGA Group Member during the PAGA Period to determine each PAGA Member's Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below). PAGA Group Members are not required to submit a claim to receive an Individual PAGA Payment and may not request exclusion from the PAGA Settlement.

Each Individual PAGA Payment will be allocated 100% to penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants Final Approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class

Members and Individual PAGA Payments will be mailed to PAGA Group Members at the address that is on file with the Settlement Administrator. A PAGA Group Member who requests exclusion from the Class Settlement will remain eligible to receive an Individual PAGA Payment. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must contact the Settlement Administrator as soon as possible and provide your corrected and/or updated mailing address to the Settlement Administrator; this will make it more likely that you will receive any payments or other notices that may be issued to you.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records:

From October 2, 2019, through March 23, 2026 (i.e., Class Period), you are credited with <<_____>> Non-Released Workweeks and <<_____>> Released Workweeks.

From July 28, 2022, through March 23, 2026 (i.e., PAGA Period), you are credited with <<_____>> PAGA Pay Periods.

If you wish to dispute the Workweeks credited to you and/or the classification of any Workweeks as Released Workweeks or Non-Released Workweeks, you must submit a written dispute ("Workweeks Dispute") that: (1) contains the case name and number of one of the Actions (*Morales et. al. v. Cp Kelco. et. al.,* San Diego Superior Court Case No. 37-2023-00042644-CU-OE-CTL or *Morales v. CP Kelco U.S., Inc.*, San Diego Superior Court Case No. 37-2023-00042891-CU-OE-CTL); (2) is signed by you; (3) states your full name, address, telephone number, and the last four digits of your Social Security Number; (4) clearly states the basis of the dispute, including the number of Workweeks and/or the classification of Released Workweeks or Non-Released Workweeks that you contend is correct; (5) includes information and/or attaches documentation demonstrating that the number of Workweeks or Settlement Share allocation that you contend should be credited to you is correct; and (6) is returned by email, fax, or mail to the Settlement Administrator at the address, email address, or facsimile number listed in Section V.B below, emailed, postmarked, or fax-stamped **no later than** [**Response Deadline**].

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on the number of Workweeks and/or PAGA Pay Periods credited to you. Under the terms of the Settlement:

Your Individual Settlement Share is estimated to be $<<_____>>. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Your Individual PAGA Payment is estimated to be $<<_____>>.

Defendant's records will be presumed correct unless you submit evidence demonstrating otherwise. If you timely submit a Workweeks Dispute, Defendant will have an opportunity to provide information and supporting documentation from its business records concerning the disputed Workweeks and/or their classification as Released Workweeks or Non-Released Workweeks. The Settlement Administrator will consider the information submitted by you and Defendant and will determine the number of Workweeks and Settlement Shares that should be credited to you. The Settlement Administrator's determination will be final unless otherwise ordered by the Court.

Payments under the Settlement will only be distributed if the Court grants Final Approval of the Settlement and Defendant funds its remaining payment obligation in accordance with the Settlement Agreement. The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and Defendant's satisfaction of its funding obligations under the Settlement Agreement, Plaintiffs and all Settlement Class Members on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from all Released Class Claims they may have or had.

Upon the Effective Date and Defendant's satisfaction of its funding obligations under the Settlement Agreement, Plaintiffs and all Aggrieved Employees, will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all Released PAGA Claims they may have or may have had.

Class Members who timely and validly request exclusion from the Class Settlement will not release the Released Class Claims. Aggrieved Employees, however, may not request exclusion from the PAGA Settlement and will be bound by the release of the Released PAGA Claims regardless of whether they request exclusion from the Class Settlement.

"Released Class Claims" means (i) all claims, rights, demands, liabilities and causes of action that were alleged, or reasonably could have been alleged, based on the facts and allegations in the operative complaint in the Class Action, during the Class Period, based upon the following categories of allegations: failure to pay minimum, overtime or doubletime wages (including for alleged off-the-clock work or preliminary work or postliminary work), failure to include bonuses, commissions, shift differentials, or other incentive pay in the regular rate of pay for overtime or doubletime, failure to provide meal periods, failure to provide rest periods, failure to pay meal or rest period premiums at the regular rate of pay, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to reimburse business expenses, and failure to pay all wages due upon termination of employment ("Alleged Violations"); (ii) all claims for violations of the Industrial Welfare Commission Wage Orders, California Labor Code, and California's unfair business practices laws that arise from the Alleged Violations; and (iii) any potential penalties, interest or attorneys' fees associated with these causes of action or Alleged Violations under California or federal law. This release expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

"Released PAGA Claims" means all claims for civil penalties under the Private Attorneys General Act that were alleged in the Operative Complaint in the PAGA Action and Plaintiff Morales' PAGA Notice and Amended PAGA Notice submitted to the Labor and Workforce Development Agency, arising during the PAGA Period, including claims predicated upon alleged violations of California Labor Code sections 201, 202, 203, 204, 216(a), 226, 226.7, 510, 512(a), 551, 552, 558, 558.1, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, based upon the following categories of alleged unlawful conduct: failure to pay minimum wages; failure to pay overtime wages; failure to pay overtime for off-the-clock work performed before scheduled shifts, after scheduled shifts, during meal periods, during rest periods, while waiting to clock in or clock out, or while responding to work-related inquiries; failure to include shift differentials, bonuses, performance pay, or other non-discretionary remuneration in the regular rate of pay; failure to provide compliant meal periods; failure to provide compliant rest periods; failure to timely pay wages during employment; failure to timely pay all wages due upon separation of employment; failure to furnish accurate and complete itemized wage statements, including failure to report all hours worked; failure to provide one day's rest in seven; failure to maintain accurate payroll records; failure to provide reporting time pay; failure to reimburse necessary business expenses, including tools and equipment; and all related civil penalties, statutory remedies, interest, attorneys' fees, and other relief available under PAGA arising from those alleged violations. The Released PAGA Claims expressly exclude all non-PAGA claims, claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims arising outside the PAGA Period.

"Released Parties" means Defendant and its present and former parent companies, subsidiaries, affiliates (including but not limited to dismissed parties J.M. Huber Micropowders, Inc. and J.M. Huber Corporation), divisions, and joint ventures, and all of their past and present shareholders, officers, directors, employees, agents, servants, owners, members, executors, administrators, general partners, limited partners, real or alleged alter egos, predecessors, successors, transferees, assigns, registered representatives, attorneys, insurers, partners, profit sharing, savings, health and other employee benefit plans of any nature, the successors of such plans and those plans' respective trustees, administrators, agents, employees, attorneys, fiduciaries, and other persons acting on their behalf, and each of them, and the predecessors and successors, assigns and legal representatives of all such entities and individuals.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to $343,000.00 if the Gross Settlement Amount is $980,000.00) and reimbursement of litigation costs and expenses in an amount of up to Fifty Thousand Dollars ($50,000.00) ("Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs, Class Members, and the State of California on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Service Awards to Plaintiffs

Plaintiffs will seek Service Awards of up to Ten Thousand Dollars ($10,000.00) each (for a total of $20,000.00) ("Service Awards"), in recognition of their services in connection with the Actions and their broader individual release and waiver of claims. The Service Awards will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to any Individual Settlement Payment and/or Individual PAGA Payment that Plaintiffs may be entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Fifteen Thousand Dollars ($15,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including, without limitation, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, written objections to the Class Settlement, and Workweeks and/or Settlement Shares Disputes, calculating and distributing payments, performing required tax reporting, filings, withholdings and remittances, providing necessary reports and declarations, preparing and issuing tax forms, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHEN WILL THE SETTLEMENT PAYMENT BE DISTRIBUTED?

Barring unforeseen circumstances, if the Court grants Final Approval of the Settlement, Defendant is expected to fund the remaining payment obligation of $665,000.00 and fund the amounts necessary to fully pay the Employer Taxes within sixty (60) calendar days of the Final Approval Order, and distributions of Individual Settlement Payments to Settlement Class Members and Individual PAGA Payments to PAGA Group Members are expected to occur within thirty (30) calendar days after said funding.

"Effective Date" means the date by when both of the following have occurred: (a) the Court enters its Order Granting Final Approval of the Settlement and Judgment approving the Settlement; and (b) the Judgment has become final, meaning the later of (i) the last day on which any appeal might be filed with respect to the Final Approval Order and Judgment, assuming no appeal is filed, or (ii) the date of final resolution of any appeal(s) with respect to the Final Approval Order and Judgment, including expiration of any time to seek reconsideration of further review or further appellate proceedings.

V. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you timely and validly request exclusion from the Class Settlement.

Unless you timely and validly request exclusion from the Class Settlement, you will become a Settlement Class Member and will be bound by the terms of the Class Settlement and any judgment entered by the Court approving the Settlement, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Group Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. You may not request exclusion from the PAGA Settlement, even if you request exclusion from the Class Settlement. This means you will be bound by the terms of the PAGA Settlement and any judgment entered by the Court approving the Settlement, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Group Members will not be separately responsible for the payment of attorneys' fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorneys' fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (1) contain the case name and number of one of the Actions (*Morales et. al. v. CP Kelco. et. al.,* San Diego Superior Court Case No. 37-2023-00042644-CU-OE-CTL or *Morales v. CP Kelco U.S., Inc.*, San Diego Superior Court Case No. 37-2023-00042891-CU-OE-CTL); (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you; (4) contain a clear statement that you request to be excluded from the Class Settlement; and (5) be sent to the Settlement Administrator by email, mail or fax, at the specified address listed below, emailed, postmarked or fax-stamped **no later than** [**Response Deadline**] at the following address:

[Settlement Administrator]
[Address]
[Phone and fax numbers]

If the Court grants Final Approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement or the release of Released Class Claims described in Section III.D above, and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment entered by the Court approving

the settlement.

Submitting a Request for Exclusion from the Class Settlement will not exclude you from the PAGA Settlement if you are a PAGA Group Member. PAGA Group Members may not request exclusion from the PAGA Settlement. All PAGA Group Members will be bound by the PAGA Settlement and the release of Released PAGA Claims described in Section III.D above and will be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion from the Class Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator. Alternatively, or in addition, you can present your objection orally at the Final Approval Hearing.

A written objection must: (1) contain the case name and number of the Actions (*Morales et. al. v. CP Kelco. et. al.,* San Diego Superior Court Case No. 37-2023-00042644-CU-OE-CTL or *Morales v. CP Kelco U.S., Inc.*, San Diego Superior Court Case No. 37-2023-00042891-CU-OE-CTL); (2) contain your full name, signature, address, and telephone number; (3) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) include copies of any papers, briefs, or other documents upon which the objection is based and (5) be sent by mail to the Settlement Administrator at the specified address listed in Section V.B above, emailed, postmarked or fax-stamped **no later than** [**Response Deadline**].

VI. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department C-60 of the Superior Court of California for the County of San Diego, located at the Hall of Justice, 330 W. Broadway, San Diego, California 92101, on [Final Approval Hearing Date] at [Final Approval Hearing Time] A.M/P.M. to determine whether the Class Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award the PAGA Payment, Attorneys' Fees and Costs to Class Counsel, Service Awards to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued or rescheduled by the Court without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You may appear for the Final Approval Hearing in person or you may appear in person or remotely, to the extent permitted by the Court. Please visit the Court's website for the most-up-to-date information regarding how to appear remotely: https://www.sdcourt.ca.gov/virtualhearings

Please visit the Court's website for the most-up-to-date information regarding the operations of the Court and any requirements that may apply for accessing Court facilities: https://www.sdcourt.ca.gov/

VII. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other imaged documents filed in the Actions for a fee by visiting the Office of the Clerk of the Court, located at The Hall of Justice at 330 W. Broadway, San Diego, CA, during business hours, or online by visiting the following website: https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords clicking "Register of Actions" (Civil, Small Claims, Probate, and Criminal) and typing in the case number "37-2023-00042644-CU-OE-CTL" or "37-2023-00042891-CU-OE-CTL."

If the Court grants Final Approval of the Settlement, the Settlement Administrator will post the Court's order granting Final Approval of the settlement and Judgment on its website: [Settlement Administrator Website].

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.