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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

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date:	October 30, 2026
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

This matter has come before the Honorable Matthew C. Braner in Department C-60 of the Superior Court of the State of California, for the County of San Diego, on September 18, 2026, at 9:00 a.m. for Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. Lawyers *for* Justice, PC appears as counsel for Plaintiffs Alfonso Morales ("Plaintiff Morales") and Aliyah Williams ("Plaintiff Williams") (together, "Plaintiffs"), individually and on behalf of all others similarly situated and aggrieved employees and Procopio, Cory, Hargreaves & Savitch LLP appears as counsel for Defendant CP Kelco U.S. Inc. ("Defendant").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 2**" to the Declaration of Yasmin Hosseini in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their and each other's respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Attorneys' Fees and Costs, Service Awards, PAGA Penalties, Settlement Administration Costs, and payments to the Settlement Class Members and Aggrieved Employees provided thereby, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Settlement Class Members and Aggrieved Employees are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

5. The Court concludes that, for settlement purposes only, the proposed Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiffs individually and as the Class Representatives.

6. The Court conditionally certifies, for settlement purposes only, the Class, defined as follows:

> 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 through March 23, 2026).

7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, Yasmin Hosseini, and Helene Mayer of Lawyers *for* Justice, PC as Class Counsel.

8. The Court provisionally appoints Plaintiffs Alfonso Morales and Aliyah Williams as the Class Representatives.

9. The Court provisionally appoints Simpluris Inc. ("Simpluris" or "Settlement Administrator") to handle the administration of the Settlement.

10. Within 30 calendar days after entry of this Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the following information about each Class Member: full name, last-known mailing address, Social Security number, start and end dates of employment; and whether the Class Member signed a release or separation agreement (collectively referred to as the "Class Data and List") in conformity with the Settlement Agreement.

11. The Court approves, both as to form and content, the Notice of Joint Stipulation of Class Action and PAGA Settlement and Release of Claims ("Class Notice") attached hereto as "**EXHIBIT A**." The Class Notice shall be provided to Class Members in the manner set forth in the Settlement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members' right to be excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members' and Aggrieved Employees' right to challenge the Workweeks credited to each of them and/or the classification of any Workweeks as Released Workweeks or Non-Released Workweeks, and of each Settlement Class Member's right and opportunity to object to the Class Settlement. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice to all Class Members within 10 business days of receipt of the Class Data and List from Defendant, pursuant to the terms set forth in the Settlement Agreement.

12. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting a timely and valid written Request for Exclusion no later than 45 calendar days from the initial mailing of the Class Notice 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 ("Response Deadline"), or, in the case of a re-mailed Class Notice, the Response Deadline shall be extended by 15 calendar days. Any Class Member who

submits a Request for Exclusion from the Class Settlement will not be a Settlement Class Member and will not have any right to object, appeal, or comment on the Class Settlement. Settlement Class Members who submit a timely and valid Request for Exclusion by the Response Deadline will not be bound by the terms of this Agreement, any Court order approving the terms of the Class Settlement, and the Final Approval Order and Judgment entered thereon. Aggrieved Employees will be bound by the PAGA Settlement, irrespective of whether they exercise their option to opt out of the Class Settlement.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department C-60 of the Superior Court of California for the County of San Diego, located at 330 W. Broadway, San Diego, CA, 92101, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Settlement Class Members and Aggrieved Employees; and determine whether to finally approve the requests for the Attorneys' Fees and Costs, Service Awards, and Settlement Administration Costs.

14. Class Counsel shall file a Motion for Final Approval of the Settlement and for Attorneys' Fees and Costs, Service Awards, PAGA Penalties, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by _____, to be heard at the Final Approval Hearing.

15. Only Settlement Class Members who do not request exclusion from the Class Settlement may object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator prior to the Response Deadline or by presenting their objection orally at the Final Approval Hearing, regardless of whether they submitted a written Notice of Objection. The Notice of Objection must be signed by the Settlement Class Member and contain all information required by this Settlement Agreement. A Settlement Class Member who does not

object prior to or at the Final Approval Hearing will be deemed to have waived any objections and will be foreclosed from making any objections (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

16. The Settlement is not a concession or admission and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault, wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local or other applicable law, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

18. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Settlement Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: _____ By: _____
The Honorable Matthew C. Braner
Judge of the Superior Court

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.