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7 Attorneys for Plaintiffs GABRIEL RODRIGUEZ and JESUS ESTRADA

8 [Additional Counsel Listed on Following Page]

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF RIVERSIDE**

12 GABRIEL RODRIGUEZ, JESUS ESTRADA,
13 and ROBERTO ALVARADO, individuals and
14 on behalf of all others similarly situated;

15 Plaintiffs,

16 vs.

17 TASTEPOINT INC., a Delaware corporation;
18 FRUTAROM USA INC, a New Jersey
corporation; INTERNATIONAL FLAVORS
19 & FRAGRANCES, INC., a New York
corporation; CITISTAFF SOLUTIONS INC., a
20 California corporation; and DOES 1 through
21 50,

22 Defendants.

Case No.: CVRI2306840

[Assigned for All Purposes to:
Hon. Harold W. Hopp, Dept. 1]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT
AND SETTING A FINAL APPROVAL
HEARING**

[Filed Concurrently with Motion for
Preliminary of Approval of Class Action and
PAGA Settlement, Declarations in Support
Thereof, and Notice of Filing of Class Action
and PAGA Settlement Agreement]

DATE: August 4, 2026

TIME: 8:30 a.m.

DEPT: 1

Action Filed: May 24, 2024

Trial Date: Not Set

1 Plaintiffs Gabriel Rodriguez, Jesus Estrada, and Roberto Alvarado (“Plaintiffs”) filed a class
2 and representative action against Defendants Tastepoint Inc., International Flavors & Fragrances,
3 Inc., and Frutarom USA Inc. (“IFF Defendants”) and Defendant CitiStaff Solutions, Inc.
4 (“Defendant CitiStaff”) (collectively, “Defendants”) in Riverside Superior Court, Case No.
5 CVRI2306840 (the “Action”). In the operative First Amended Complaint (“FAC”), Plaintiffs, on
6 behalf of themselves and all allegedly similarly situated individuals, allege the following causes of
7 action: (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations;
8 (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; (7) Failure to
9 Reimburse Necessary Business Expenses; (8) Failure to Pay Sick Pay Wages; (9) Unfair
10 Competition; and (10) Civil Penalties Under the California Private Attorneys General Act
11 (“PAGA”). Plaintiffs now seek approval of a settlement between Plaintiffs and Defendants for the
12 class and PAGA claims alleged in the FAC.

13 After engaging in informal discovery and obtaining putative class members’ data and
14 performing a damage analysis, the parties engaged in a full day mediation, which ultimately
15 resulted in a settlement.

16 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement was filed with the
17 Court on July 13, 2026. A hearing was held before this Court on August 4, 2026.

18 The Court has considered the Class Action and PAGA Settlement Agreement between
19 Plaintiffs and Defendants (the “Settlement Agreement”), the Class Notice and all other papers filed
20 in this action.

21 NOW THEREFORE, IT IS HEREBY ORDERED:

22 1. All defined terms contained herein shall have the same meanings as set forth in the
23 Settlement Agreement;

24 2. The Class Representatives and Defendants, through their counsel of record in the
25 Action, have reached an agreement to settle all claims in the Action on behalf of the Class
26 Representatives and the Class as a whole;

27 3. The Court hereby conditionally certifies the following Class for settlement purposes
28 only:

1 “All individuals who are or previously were employed by IFF Defendants, who were
2 classified as non-exempt in California at any time during the Class Period of
November 20, 2020 through January 3, 2026.

3 (Agreement ¶¶ 1.4, 1.12.)

4 Should for whatever reason the Settlement Agreement and Judgment not become Final, the
5 fact that the parties were willing to stipulate to certification of a class as part of the Settlement
6 Agreement shall have no bearing on, or be admissible in connection with, the issue of whether a
7 class should be certified in a non-settlement context, as to any action between the Plaintiffs and
8 Defendants.

9 4. The Court appoints and designates: (a) Plaintiffs as the Class Representatives and (b)
10 Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S.
11 Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw
12 LLP and William Sung, Tiffany L. Luu, and Joseph C. Ramli of Justice for Workers, P.C. as Class
13 Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect to all
14 acts or consents required by, or which may be given, pursuant to the Settlement Agreement, and
15 such other acts reasonably necessary to finalize the Settlement Agreement and its terms. Any Class
16 Member may enter an appearance through his or her own counsel at such Class Member’s own
17 expense. Any Class Member who does not enter an appearance or appear on his or her own behalf
18 will be represented by Class Counsel.

19 5. The Court hereby approves the terms and conditions provided for in the Settlement
20 Agreement.

21 6. The Court hereby preliminarily approves the Settlement Agreement and the Gross
22 Settlement Amount of \$687,500.00, which is to be distributed as follows: out of the Gross
23 Settlement Amount, (a) up to \$15,000.00 is to be paid to each Class Representative, totaling
24 \$45,000.00, for their services to the Class; (b) a total of up to \$229,166.67 shall be paid to Class
25 Counsel for attorneys’ fees and up to \$50,000.00 reimbursement of actual costs incurred; (c)
26 \$15,000.00 for PAGA Penalties (75% of which will be paid to the California Labor and Workforce
27 Development Agency (“LWDA”) and 25% to the aggrieved employees) and (d) the Settlement
28 Administrator shall be paid for its fees and costs relating to the settlement administration process in

1 the amount of up to \$7,909.00.

2 7. The Court finds that on a preliminary basis the Settlement Agreement appears to be
3 within the range of reasonableness of a settlement, Class Representative Service Payments, Class
4 Counsel fees and costs, settlement administration expenses, and the allocation of payments to Class
5 Members, that could ultimately be given final approval by this Court. It appears to the Court on a
6 preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class
7 Members when balanced against the probable outcome of further litigation relating to liability and
8 damages issues. It also appears that extensive and costly investigation, research, and court
9 proceedings have been conducted so that counsel for the parties are able to reasonably evaluate their
10 respective positions. It appears to the Court that settlement at this time will avoid substantial
11 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
12 further prosecution of the Action. It also appears that settlement has been reached as a result of
13 intensive, serious, and non-collusive arms-length negotiations.

14 8. A hearing (the “Final Approval Hearing”) shall be held before this Court on January
15 15, 2027 at 8:30 a.m. in Department 1 of the Superior Court of the State of California, County of
16 Riverside to determine all necessary matters concerning the Settlement Agreement, including
17 whether the proposed settlement of the action on the terms and conditions provided for in the
18 Settlement Agreement is fair, adequate and reasonable and should be finally approved by the Court
19 and whether a Judgment, as provided in the Settlement Agreement, should be entered herein. At
20 this same time, a hearing on Class Counsel’s motion for attorneys’ fees and reimbursement of
21 litigation costs and the Class Representatives’ Service Payments shall also be held.

22 9. The Court hereby approves, as to form and content, the Notice of Pendency of Class
23 Action and Proposed Settlement packet (“Class Notice”), including the Request for Exclusion Form
24 (“Opt Out Form”) and Objection Form (“Objection Form”), attached as Exhibit A to this Order.

25 10. The Court appoints and designates Apex Class Action LLC as the Settlement
26 Administrator. The Court hereby directs the Settlement Administrator to mail to Class Members the
27 approved Class Notice, Opt Out Form and Objection Form in English and Spanish and within 29
28 calendar days of the Preliminary Approval Order using the procedures set forth in the Settlement

1 Agreement. The Settlement Administrator is further ordered to file with the Court a declaration with
2 copies of any exclusions or objections it received to the proposed settlement concurrently with the
3 filing of the Motion for Final Approval of the Settlement.

4 11. Any Class Member may choose to opt out of and be excluded from the settlement as
5 provided in the Settlement Agreement and Class Notice and by using the Opt Out Form or by
6 following the instructions for requesting exclusion. Any person who timely and properly opts out
7 of the settlement will not be bound by the Settlement Agreement or have any right to object, appeal,
8 or comment thereon. Any Opt Out request must be in writing and signed by each such Class
9 Member opting out and must otherwise comply with the requirements delineated in the Class
10 Notice. Any Opt Out request must be sent to the Settlement Administrator and not filed with the
11 Court. Class Members who have not requested exclusion by submitting a valid and timely Opt Out
12 request, by the Opt Out Deadline, shall be bound by all determinations of the Court, the Settlement
13 Agreement, and Judgment.

14 12. Any Class Member may object to and/or express his or her views regarding the
15 Proposed Settlement and may present evidence and briefs or other papers that may be proper and
16 relevant to the issues to be heard and determined by the Court as provided in the Class Notice to the
17 Settlement Administrator. Any Class Member must make his or her objection in the manner
18 provided for in the Settlement Agreement and Class Notice. Any objection request must be sent to
19 the Settlement Administrator and not filed with the Court. Any Class Member that serves a proper
20 written objection does not need to appear at the Motion for Final Approval for that Class Member's
21 objection to be considered. Class Counsel will provide notice to any objecting party of any
22 continuance of the hearing of the Motion for Final Approval by first class mail.

23 13. Defendants must exercise any right it may have to terminate the Settlement
24 Agreement by no later than seven (7) calendar days after the Settlement Administrator sends the
25 final Exclusion List to Defendants' counsel.

26 14. The Motion for Final Approval shall be filed by the Class Representatives no later
27 than sixteen (16) court days before the Final Approval Hearing.

28 ///

1 15. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and all dates provided for in the Settlement Agreement. In the event the hearing date is
3 continued, Class Counsel will provide notice to any objecting party of any continuance of the
4 hearing of the Motion for Final Approval by first class mail. The Court retains jurisdiction to
5 consider all further applications arising out of or connected with the Settlement Agreement.

6 IT IS SO ORDERED.

7
8
9 DATED: _____

Honorable Harold W. Hopp
Judge of the Superior Court

EXHIBIT A

Gabriel Rodriguez, et al. v. Tastepoint Inc., et al.

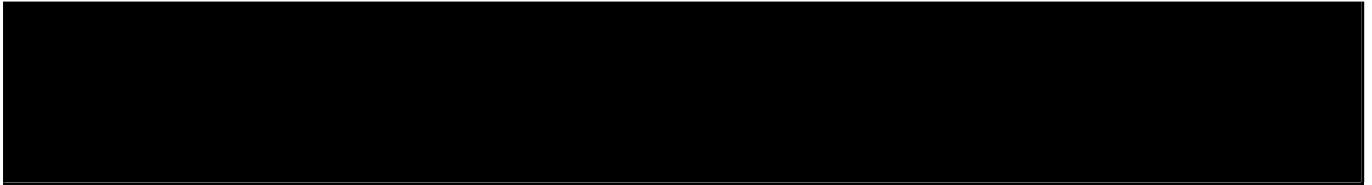
SETTLEMENT ADMINISTRATOR

INSERT

IMPORTANT LEGAL MATERIALS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

Gabriel Rodriguez, et al. v. Tastepoint Inc., et al.
Case No. CVRI2306840



**YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY \$<<EstimatedAward>>
THROUGH THIS CLASS AND PAGA ACTION SETTLEMENT.**

To: All individuals who are or previously were employed by Defendants Tastepoint Inc., International Flavors & Fragrances, Inc., and Frutarom USA Inc. (collectively, “IFF Defendants”), who were classified as non-exempt in California at any time during the Class Period of November 20, 2020 through January 3, 2026

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.
YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED
SETTLEMENT.

**TO RECEIVE YOUR SHARE OF THE SETTLEMENT, YOU DO NOT NEED TO DO
ANYTHING.**

This Notice is Court Approved. This is not a solicitation from an attorney.

1. WHY DID I GET THIS NOTICE?

You received this Notice because the court granted preliminary approval of a proposed settlement (the “Settlement”) in the class action and representative lawsuit entitled *Gabriel Rodriguez, et al. v. Tastepoint Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306840 (hereinafter referred to as the “Action”) on August 4, 2026.

The Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 15, below.

2. WHAT IS THE ACTION ABOUT?

Plaintiffs Gabriel Rodriguez, Roberto Alvarado, and Jesus Estrada (collectively, “Plaintiffs”) commenced the Action against Defendants Tastepoint Inc., International Flavors & Fragrances, Inc., Frutarom USA Inc., and CitiStaff Solutions, Inc. (collectively, “Defendants”) in Riverside Superior Court on December 20, 2023. In the operative First Amended Complaint (the “Operative Complaint”), Plaintiffs, on behalf of themselves and all allegedly similarly situated individuals, allege the following causes of action: (1) unpaid minimum wages; (2) unpaid overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement penalties; (6) waiting time penalties; (7) failure to reimburse business expenses; (8) failure to pay sick pay wages; (9) unfair competition; and (10) violation of the California Private Attorneys General Act (“PAGA”).

Defendants deny the allegations in the Action and are prepared to continue to defend the action vigorously. No court has made any ruling on the merits in the Action. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Plaintiffs brought the Action as a class action.

In the Action, the Plaintiffs seek to represent you on a class and representative basis. Tastepoint Inc., International Flavors & Fragrances, Inc., Frutarom USA Inc., and CitiStaff Solutions, Inc. are the Defendants. A class action allows the Court to resolve the claims of all the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All individuals who are or previously were employed by Defendants Tastepoint Inc., International Flavors & Fragrances, Inc., and Frutarom USA Inc. (collectively, “IFF Defendants”), who were classified as non-exempt in California at any time during the Class Period of November 20, 2020 through January 3, 2026.

5. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

There was a hearing on August 4, 2026, in the Superior Court of the State of California for the County of Riverside, at which time Judge Harold W. Hopp preliminarily approved the Settlement. The Settlement will resolve the Class Members’ claims for violation of the Labor Code alleged in the Operative Complaint that arose during the Class Period.

The Settlement represents a compromise of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to the Plaintiffs or the Class Members on those claims. No court has made any ruling on the merits of the Action.

The parties have agreed to settle the case for \$687,500.00 (“Gross Settlement Amount”). Under the terms of the settlement, the following payments have been agreed to: (1) attorneys’ fees not to exceed \$229,166.67 (One-Third or 33 1/3%) of the Gross Settlement Amount; (2) all documented litigation costs to Class Counsel, in amounts set by the Court, which are expected to not exceed \$50,000.00; (3) service payment to Plaintiffs for their services in the Action and in exchange for a full general release from them, in an amount not to exceed \$15,000.00 to each Plaintiff, totaling \$45,000.00; (4) \$7,909.00 for settlement administration costs; (5) a payment of \$15,000.00 as settlement of civil penalties under PAGA, which will be distributed as 75% (\$11,250.00) to the State of California’s Labor and Workforce Development Agency and 25% to PAGA Employees (\$3,750.00). The amount of money remaining after these payments is the amount that will be distributed to individuals who are Settlement Class Members.

Each Class Member will receive an Individual Class Payment based on their pro-rata share of the Net Settlement Amount based on the number of workweeks worked by Settlement Class Members who do not validly opt-out of this Settlement. In other words, the Net Settlement Amount will be divided by the total number of workweeks worked by all Settlement Class Members and then multiplied by the total number of workweeks worked by each Settlement Class Member between November 20, 2020 and January 3, 2026 (the “Class Period”). The range of Individual Class Payments are <<Estimated Low and High Payments>>. Your estimated Individual Class Payment is <<Estimated Payment>>.

Additionally, each PAGA Employee will receive an Individual PAGA Payment based on their pro-rata share of \$3,750.00 by dividing the total number of pay periods worked by all PAGA Employees from October 16, 2022 through January 3, 2026 (the “PAGA Period”) and then multiplied by the total number of pay periods worked by each PAGA Employee worked during the PAGA Period. “PAGA Employees” are (1) all individuals who are or previously were employed by IFF Defendants, who were classified as non-exempt in California at any time during the PAGA Period; and (2) all individuals who were employed by Defendant CitiStaff Solutions Inc., as a temporary non-exempt employee and placed to work on assignment with IFF

Defendants in California at any time during the PAGA Period. The range of Individual PAGA Payments are <<Estimated Low and High Payments>>. Your estimated Individual PAGA Payment is <<Estimated Payment>>.

6. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

If the Settlement is approved, the Court will enter a Final Approval Order. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and IFF Defendants fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Participating Class Members, Plaintiffs, the State of California, and the LWDA will release the following claims:

1. **Release by Participating Class Members.** All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release IFF Defendants from the Released Class Claims. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based solely upon facts stated in the Operative Complaint which occurred during the Class Period during employment in a nonexempt position in California. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or Class claims based on facts occurring outside the Class Period.

2. **Release of PAGA Claims.** Plaintiffs, the State of California, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Defendants from the Released PAGA Claims. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based solely upon on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a non-exempt position in California. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, any PAGA Employee’s claims for wages or damages, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.

The precise definitions of the capitalized terms in the paragraphs above can be found in the Notice of Filing Class Action and PAGA Settlement Agreement, Exhibit 1 - Class and PAGA Action Settlement Agreement between Plaintiffs and Defendants, filed on July 13, 2026 which can be viewed at the Riverside Superior Court, Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501 during normal business hours or viewed online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>.

7. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to participate in the settlement. You will receive a monetary award from this Settlement approximately 35 days after the Final Approval Hearing on [INSERT DATE], 2027 at 8:30 a.m., if the Settlement is approved, and no later appeal is filed. Class Counsel have been appointed and approved by the Court and Class Counsel will represent

you.

NOTE: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment. If you fail to keep your address current, you may not receive your settlement payment.

8. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

You can object to any of the terms of the Settlement before or at the Final Approval Hearing. Failure to take the steps below will be deemed a waiver of your objections. If the Court rejects your objection, you will still be bound by the terms of the Settlement, and receive a settlement payment unless you timely request to be excluded from the settlement and submit the exclusion form provided to you. To object, in writing, you should mail, fax, or email your written objection to the Settlement Administrator at the addresses listed below by **[INSERT OBJECTION DEADLINE]**, 60 days after the date of mailing of this Notice:

- Settlement Administrator:

Apex Class Action LLC
support@apexclassaction.com
P.O. Box 54668,
Irvine, CA 92619
Telephone: (800) 355-0700
Fax Number: (949) 989-4428

Any written objections shall state each specific reason for your objection and any legal support for each objection. You may use the enclosed Objection Form and state the reason for your objection. You may appear personally at the Final Approval Hearing, or through your own counsel, paid for at your own expense.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FINAL APPROVAL HEARING.

9. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the settlement. To do so, you may use the enclosed exclusion form and fax, email, or mail it to the Settlement Administrator:

Apex Class Action LLC
support@apexclassaction.com
P.O. Box 54668,
Irvine, CA 92619
Fax Number: (949) 989-4428

To be valid, a written request for exclusion can be made by utilizing the enclosed Request for Exclusion Form or must state that you wish to be excluded, and (1) must contain your name (and former names, if any), current address; (2) must be signed by you; (3) must be postmarked

on or before [EXCLUSION DEADLINE], 60 days after the date of mailing of this Notice; and (4) returned to the Settlement Administrator at the address listed above.

Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the Settlement, including the Release described in this Notice. Class Counsel will not represent your interests if you request to be excluded.

Even if you choose to exclude yourself from the class settlement, if you are a PAGA Employee, you will still receive your share of the portion of the settlement allocated to the PAGA claims, and you will still be bound by the release of PAGA claims. Your share of the portion of the settlement allocated to the PAGA claims will be reported on an IRS Form 1099.

10. YOUR NUMBER OF WORKWEEKS AND PAY PERIODS

Based on Defendants' records, your number of workweeks worked during the Class Period and pay period worked during the PAGA Period is <<Workweeks Worked>> and <<Pay Periods Worked>>. If you dispute the number of workweeks allocated to you, you may fax, email, or mail your written dispute with supporting documentation on the number of workweeks you worked during the Class Period to the Settlement Administrator, who will decide the amount of workweeks you worked, at the addresses listed below by [INSERT DISPUTE DEADLINE], 60 days after the date of mailing of this Notice.

Apex Class Action LLC
support@apexclassaction.com
P.O. Box 54668,
Irvine, CA 92619
Fax Number: (949) 989-4428

11. WILL THE NAMED PLAINTIFF BE COMPENSATED FOR BRINGING THIS LAWSUIT?

The Plaintiffs individually will request a service award of up to \$15,000.00 each, totaling \$45,000.00, for their services as the Class Representatives and for their efforts in bringing the Action. In exchange for this payment, Plaintiffs will also execute an individual general release. The Court will make the final decision as to the amount of the service award to be paid to the Plaintiffs. Plaintiffs' Application for their service award can be viewed at the Courthouse after [INSERT 16 COURT DAYS BEFORE FINAL APPROVAL], during normal business hours (as well as Class Counsel's Application for Attorneys' Fees and Costs as discussed below).

12. DO I HAVE A LAWYER IN THIS CASE?

Yes. The Court has ordered that the interests of Plaintiffs and the Class Members are represented by counsel for Plaintiffs as follows:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

JUSTICE FOR WORKERS, P.C.
William C. Sung
william@justiceforworkers.com
Tiffany L. Luu
tluu@justiceforworkers.com
Joseph C. Ramli
jramli@justiceforworkers.com
9575 Bolsa Avenue
Westminster, CA 92683
Tel: 323-922-2000

(“Class Counsel”). Class Members will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. HOW WILL THE LAWYERS BE PAID?

Class Counsel will be requesting from the Court an amount not to exceed One-Third (or 33 1/3%) of the total settlement amount (in other words, up to \$229,166.67) for their attorneys’ fees and litigation costs not exceeding \$50,000.00. A copy of Class Counsel’s application for attorneys’ fees and costs can be viewed at the Riverside Superior Court, Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501 after [INSERT 16 COURT DAYS BEFORE FINAL APPROVAL], during normal business hours or viewed online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>. The actual amount awarded to Class Counsel will be determined by the Court.

14. WHAT IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class; to consider the award of attorneys’ fees and expenses to Class Counsel; and to consider the request for a service award to Plaintiffs.

15. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on [INSERT DATE], 2027 at 8:30 a.m. in Department 1 of the Superior Court of the State of California for the County of Riverside, Historic Courthouse, 4050 Main St, Riverside, CA 92501 (“Final Approval Hearing”).

The Final Approval Hearing may be continued without further notice to the Class

Members. It is not necessary for you to appear at the Final Approval Hearing to have your objection considered by the Court. However, you have the right to attend the Final Approval Hearing and be represented by your own counsel at your own expense. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time. If the Settlement is not approved by the Court or does not become final for some reason, the Action may continue to trial. If you served a timely objection with the Settlement Administrator, you will be provided with notice of any continuances of the final approval hearing by first class mail.

16. MAY I SPEAK AT THE FINAL APPROVAL HEARING?

At the hearing, the Court will be available to hear any objections and arguments concerning the Settlement. You may attend, but you do not have to attend. If you have requested exclusion from the Settlement, however, you may not speak at the Final Approval Hearing.

17. HOW DO I GET MORE INFORMATION?

To see a copy of the Class and PAGA Action Settlement Agreement between Plaintiffs and Defendants (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Action) which is found in the Notice of Filing Class Action and PAGA Settlement Agreement, Exhibit 1, filed on July 13, 2026, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, the Operative Complaint, and other filed documents related to Plaintiffs' lawsuits and this Settlement, you may view all such files at the Clerk's office at the Superior Court of the State of California for the County of Riverside, Historic Courthouse, 4050 Main St, Riverside, CA 92501 or viewed online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the address and telephone number listed below, toll free. Please refer to the Rodriguez v. Tastepoint Class Action Settlement.

Apex Class Action LLC
support@apexclassaction.com
P.O. Box 54668,
Irvine, CA 92619
Fax Number: (949) 989-4428

You may also contact the attorneys for the Class, whose names and contact information is listed above.

18. WHAT IF MY INFORMATION CHANGES?

If, after you receive this Notice, you change your postal address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE

REQUEST FOR EXCLUSION FORM

Gabriel Rodriguez, et al. v. Tastepoint Inc., et al.
Case No. CVRI2306840

TO EXCLUDE YOURSELF FROM THE CLASS ACTION SETTLEMENT YOU MUST SIGN AND RETURN THIS FORM, POSTMARKED ON OR BEFORE **INSERT DATE, 2026, TO:**

Apex Class Action LLC
support@apexclassaction.com
P.O. Box 54668,
Irvine, CA 92619
Fax Number: (949) 989-4428

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any):

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

TELEPHONE NUMBER _____

THIS FORM IS TO BE USED ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THE PROPOSED CLASS ACTION PORTION OF THE SETTLEMENT. IF YOU WANT TO RECEIVE A CLASS SETTLEMENT PAYMENT DO NOT SUBMIT THIS FORM.

[] By checking the box to the left, and signing and completing the below, I agree to the following: I do not want to participate in the class action portion of the settlement in *Gabriel Rodriguez, et al. v.*

Tastepoint Inc., et al., Case No. CVRI2306840

I understand by not participating and excluding myself from the settlement, that I will not receive any money from the class action settlement. I understand even if I exclude myself from the class action settlement, if I am a PAGA Aggrieved Employee, I will still receive my share of the portion of the settlement allocated to the PAGA claims, and I will still be bound by the release of PAGA claims

Executed on _____, 2026

Signature: _____

OBJECTION FORM

Gabriel Rodriguez, et al. v. Tastepoint Inc., et al.
Case No. CVRI2306840

TO OBJECT TO THE SETTLEMENT YOU MUST FILL OUT, SIGN AND RETURN THIS FORM,
POSTMARKED ON OR BEFORE **INSERT DATE**, 2026, TO

Apex Class Action LLC
support@apexclassaction.com
P.O. Box 54668,
Irvine, CA 92619
Fax Number: (949) 989-4428

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any):

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

TELEPHONE NUMBER _____

**THIS FORM IS TO BE USED ONLY IF YOU WANT TO OBJECT TO THE PROPOSED
SETTLEMENT.**

I object to the settlement for the following reasons:

Executed on _____, 2026

Signature: _____