

1 Gregory N. Karasik (SBN 115834)

2 **Karasik Law Firm**

3 519 Arbramar Ave.

4 Pacific Palisades, California 90272

5 Tel: (310) 463-9761

6 Fax: (310) 943-2582

7 greg@karasiklawfirm.com

8 Santos Gomez (SBN 172741)

9 **Law Offices of Santos Gomez**

10 1003 Freedom Boulevard

11 Watsonville, CA 95076

12 Tel: (831) 228-1560

13 Fax: (831) 228-1542

14 santos@lawofficesofsantosgomez.com

15 Attorneys for Plaintiff

16 JESUS ALONZO

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA

18 COUNTY OF SANTA CRUZ

19 JESUS ALONZO, on behalf of himself and all Case No. 24CV00089
20 others similarly situated,

Class Action

21 Plaintiff,
22 vs.

23 **STIPULATION RE CLASS ACTION
SETTLEMENT AND RELEASE OF CLAIMS**

24 NORDIC NATURALS, INC. and DOES 1-10,
25 inclusive,

26 Defendants.

27 Plaintiff Jesus Alonzo ("Plaintiff") and defendant Nordic Naturals, Inc. ("Defendant") hereby
28 enter into the following Stipulation re Class Action Settlement and Release of Claims.

STIPULATION

A. DEFINITIONS

1. "Action" means the civil action pending in the Superior Court of the State of California,
County of Santa Cruz, titled *Jesus Alonzo v. Nordic Naturals, Inc.*, Case No. 24CV00089.

2. "Class Counsel" means Gregory N. Karasik with Karasik Law Firm, and Santos Gomez
with Law Offices of Santos Gomez.

1 3. “Class Members” and “Settlement Class” means all persons who worked for Defendant
2 in California as a non-exempt employee at any time between January 9, 2020 and June 30, 2024 who
3 in any pay period worked overtime hours and received a non-discretionary bonus (including, but not
4 limited to, bonuses characterized as a Warehouse Bonus, Sales Department Bonus, Sales Stretch
5 Bonus, Customer Service Bonus, Organizational Bonus, or COVID/Hazard Bonus).

6 4. “Class Period” and “Class Release Period” mean from January 9, 2020 to June 30,
7 2024.

8 5. “Class Representative” and “Plaintiff” mean Jesus Alonzo.

9 6. “Court” means the Superior Court of the State of California, County of Santa Cruz.

10 7. “Defendant” means Nordic Naturals, Inc.

11 8. The “Effective Date” means the latest of the following: (a) if no Class Member objects
12 to the Settlement, or all objections to the Settlement by Class Members are withdrawn before the Court
13 rules on Plaintiff’s motion for final approval of the Settlement, the date the Court grants final approval
14 of the Settlement; (b) if a Class Member objects to the Settlement, the date for giving timely notice of
15 an intent to file a motion to vacate the judgment granting final approval to the Settlement has passed
16 without a timely notice of intent to file a motion to vacate the judgment having been given; (c) if a
17 Class Member objects to the Settlement and gives timely notice of an intent to file a motion to vacate
18 the judgment granting final approval to the Settlement, the latest of the following: i) the last day for a
19 motion to vacate the judgment granting final approval to the Settlement to be heard in a timely manner
20 without the motion having been yet heard; ii) if a timely heard motion to vacate the judgment granting
21 final approval to the Settlement is denied, the latest of the following: (A) the date for seeking appellate
22 review of the Court’s denial of the motion to vacate the judgment has passed without a timely appeal;
23 (B) the date a timely appeal from the Court’s denial of the motion to vacate the judgment is voluntarily
24 dismissed; or (C) the date the California Court of Appeals or the California Supreme Court has
25 rendered a final ruling on a Class Member’s appeal from the Court’s order denying a motion to vacate
26 the judgment which affirms the Court’s final approval of the Settlement without material modification;
27 iii) if a timely heard motion to vacate the judgment granting final approval to the Settlement is granted,
28 the date the California Court of Appeals or the California Supreme Court has rendered a final ruling on

1 Plaintiff's appeal from the Court's order granting a motion to vacate the judgment which reverses the
2 Court's order vacating the judgment and affirms the Court's final approval of the Settlement without
3 material modification.

4 9. "Final Wages Penalty Payments" means the amount of settlement benefits from the Net
5 Settlement Amount payable to persons in the Final Wages Subclass.

6 10. "Final Wages Penalty Subclass" means all persons who worked for Defendant in
7 California as a non-exempt employee whose employment ended at any time between January 9, 2021
8 and June 30, 2024 who in any pay period worked overtime hours and received a non-discretionary
9 bonus.

10 11. "Gross Settlement Amount" means the amount of Four Hundred Fifteen Thousand
11 Dollars (\$415,000) to be paid by Defendant pursuant to this Settlement for the following: 1) the cost of
12 settlement administration (not to exceed \$6,500); 2) the amount of attorney's fees (not to exceed
13 \$138,333.33) and litigation costs (not to exceed \$7,500) awarded to Class Counsel; 3) the amount of
14 Service Payment (not to exceed \$7,500) awarded to Plaintiff; 4) the LWDA Payment; 5) payment of
15 settlement benefits to Class Members who do not exclude themselves from the Settlement; and 6) the
16 PAGA Payments to PAGA Employees. The Gross Settlement Amount does not include the employer's
17 share of payroll taxes on the portion of settlement payments paid to Class Members from the Net
18 Settlement Amount allocated to wages, which Defendant shall pay separately from the Gross
19 Settlement Amount.

20 12. "Net Settlement Amount" means the portion of the Gross Settlement Amount remaining
21 after deductions are made for the cost of settlement administration, the amount of attorney's fees and
22 litigation costs awarded to Class Counsel, the amount of Service Payment awarded to Plaintiff, the
23 LWDA Payment, and the PAGA Payments to PAGA Employees.

24 13. "Notice" means the Notice of Class Action Settlement, substantially in the form
25 attached as Exhibit A, to be mailed out by the Settlement Administrator to Class Members.

26 14. "LWDA Payment" means the amount of \$7,500 payable to the Labor Workforce
27 Development Agency.

28 15. "Overtime Payments" means the amount of settlement benefits from the Net Settlement

1 Amount payable to persons in the Settlement Class.

2 16. "PAGA Employees" means all persons who worked for Defendant in California as non-
3 exempt employees at any time between January 9, 2023 and June 30, 2024 who in any pay period
4 worked overtime hours and received a non-discretionary bonus.

5 16. "PAGA Payments" means the total amount of \$2,500 to be distributed to PAGA
6 Employees.

7 17. "PAGA Period" and "PAGA Release Period" means from January 9, 2023 to June 30,
8 2024.

9 18. "Release of Class Claims" means the release of class action claims, upon final approval
10 of the Settlement, by Class Members who do not request exclusion from the Settlement, as set forth in
11 paragraph E.1 below.

12 19. "Release of PAGA Claims" means the release of PAGA claims, upon final approval of
13 the Settlement, by PAGA Employees as set forth in paragraph E.2 below.

14 20. "Settlement" or "Agreement" means this Stipulation re Class Action Settlement and
15 Release of Claims.

16 21. "Settlement Administrator" means Atticus Administration who will perform the duties
17 of: (i) conducting address traces to locate Class Members as necessary; (ii) preparing and mailing the
18 Notice of Class Action Settlement; (iii) tracking requests for exclusion; (iv) responding to Class
19 Member inquiries; (v) distributing all payments required by the Settlement; (vi) tax reporting in
20 connection with the Settlement; and (vii) any other duties necessary for administration of the
21 Settlement.

22 22. "Wage Statement Penalty Payments" means the amount of settlement benefits from the
23 Net Settlement Amount payable to persons in the Wage Statement Penalty Subclass.

24 23. "Wage Statement Penalty Period" means from January 9, 2023 to June 30, 2024.

25 24. "Wage Statement Penalty Subclass" means all persons who worked for Defendant in
26 California as a non-exempt employee at any time between January 9, 2023 and June 30, 2024 who in
27 any pay period worked overtime hours and received a non-discretionary bonus.

28 **B. RECITALS**

1 1. Plaintiff filed the Complaint on January 9, 2024. In the Complaint, Plaintiff asserts
2 causes of action for Failure to Pay Overtime Wages, Unfair Competition, Failure to Provide Accurate
3 Wage Statements, and Failure to Pay All Wages Owed Termination. On March 15, 2024 Plaintiff filed
4 a First Amended Complaint which added a cause of action for civil penalties under PAGA. All of
5 Plaintiff's claims are based on the principal contention that Defendant failed to pay all the overtime
6 wages owed to non-exempt employees who received non-discretionary bonuses for pay periods during
7 which they worked overtime hours.

8 2. Defendant filed an Answer to the Complaint on March 25, 2024 and on May 23, 2024
9 Defendant filed a Cross-Complaint against ADP, LLC. Defendant filed an amended Cross-Complaint
10 on July 19, 2024 which added ADP, Inc. as a Cross-Defendant. In the Cross-Complaint, Defendant
11 asserts claims for Indemnity, Damages and Declaratory Relief. Defendant alleges in the Cross-
12 Complaint that, prior to the filing of Plaintiff's Complaint, Defendant relied on representations made
13 by ADP in 2020 that ADP was calculating the regular rate of pay and overtime wages in accordance
14 with the law. Defendant also asserts that, after it learned about Plaintiff's lawsuit and contacted ADP
15 to discuss Plaintiff's allegations, ADP admitted that it had failed to activate a feature in its software
16 program to calculate overtime wages for employees who received bonuses.

17 3. At the outset of litigation, the parties agreed to mediate and suspend formal discovery
18 pending mediation. For the purposes of mediation, Defendant provided Plaintiff informally with
19 information about the number of class members, the number of workweeks worked by class members,
20 the types of bonuses paid to class members, the frequency of bonus payments to class members, the
21 amounts of bonus payments to class members, and the number of pay periods during which non-
22 exempt employees worked overtime hours and were paid a non-discretionary bonus.

23 4. The parties participated in a full day mediation before the Hon. Paul Burdick (Ret.) on
24 October 23, 2024. After arms-length negotiations between the parties reached an impasse, the
25 mediator made a "mediator's proposal" with respect to the material terms of a settlement, and the
26 parties accepted the mediator's proposal. Thereafter, the parties negotiated additional settlement
27 details, including the maximum amounts of attorney's fees, litigation costs, and a Service Payment to
28 Plaintiff, and prepared this Agreement.

1 5. Class Counsel have conducted a thorough investigation into the facts of this case,
2 including the reviewing of relevant documents obtained from Defendant and researching the applicable
3 law and potential defenses. Class Counsel also reviewed information provided by Defendant's counsel
4 in connection with mediation discussions. Based on their investigation and evaluation, Class Counsel
5 are of the opinion that the Settlement is fair, reasonable and adequate, and is in the best interest of the
6 Class Members considering all known facts and circumstances, including Defendant's defenses.
7 Defendant agrees that the Settlement is fair, reasonable and adequate.

8 6. The parties agree that this Agreement is for settlement purposes only and if, for any
9 reason, the Settlement is not approved, the Agreement will be of no force or effect. In such event,
10 nothing in the Agreement shall be used or construed by or against any party as a determination,
11 admission, or concession of any issue of law or fact in the Action; and the parties do not waive, and
12 instead expressly reserve, their respective rights with respect to the prosecution and defense of this
13 action as if this Agreement never existed.

14 **C. TERMS OF SETTLEMENT**

15 1. Gross Settlement Amount: Defendant shall pay the Gross Settlement Amount of Four
16 Hundred Fifteen Thousand Dollars (\$415,000) to pay for the following: 1) the cost of settlement
17 administration (not to exceed \$6,500); 2) the amount of attorney's fees (not to exceed \$138,333.33)
18 and litigation costs (not to exceed \$7,500) awarded to Class Counsel; 3) the amount of Service
19 Payment (not to exceed \$7,500) awarded to Plaintiff; 4) the LWDA Payment; 5) payment of
20 settlement benefits to Class Members who do not exclude themselves from the Settlement; and 6) the
21 PAGA Payments to PAGA Employees. The Gross Settlement Amount does not include the employer's
22 share of payroll taxes on the portion of settlement payments paid to Class Members from the Net
23 Settlement Amount allocated to wages, which Defendant shall pay separately from the Gross
24 Settlement Amount.

25 2. Service Payment to Class Representative: Defendant will not oppose Plaintiff's request
26 to the Court for an award of up to Seven Thousand Five Hundred Dollars (\$7,500) for his service as
27 Class Representative ("Service Payment") in addition to any payment he may otherwise receive as a
28 Class Member and PAGA Employee. The Settlement Administrator will issue to Plaintiff a Form 1099

1 for his Service Payment.

2 3. Distribution to Class Members: The Net Settlement Amount shall be distributed to
3 members of the Settlement Class as follows:

4 a. Overtime Payments in the total amount equal to 34% of the Net Settlement Amount
5 shall be payable to members of the Settlement Class on a pro rata basis based on the number of pay
6 periods they worked overtime hours were paid a non-discretionary bonus during the Class Period.

7 b. Wage Statement Penalty Payments in the total amount equal to 10% of the Net
8 Settlement Amount shall be payable to members of the Wage Statement Penalty Subclass on a pro rata
9 basis based on the number of pay periods they worked overtime hours were paid a non-discretionary
10 bonus during the Wage Statement Penalty Period.

11 c. Final Wages Penalty Payments in the total amount equal to 56% of the Net Settlement
12 Amount shall be payable to members of the Final Wages Penalty Subclass on an equal pro rata basis.

13 4. Distribution to PAGA Employees: The amount of \$2,500 shall be distributed to PAGA
14 Employees on a pro rata basis based on the number of pay periods they worked overtime hours and
15 paid a non-discretionary bonus during the PAGA Period.

16 5. Non-Reversionary; Cy Pres: The settlement is completely non-reversionary and the
17 entire Net Settlement Amount shall be distributed to Class Members who do not exclude themselves
18 from the Settlement. In the event settlement checks issued to Class Members or PAGA Employees are
19 not cashed or deposited within 90 days after mailing, the checks shall become null and void and any
20 funds remaining from such uncashed checks shall be donated to the Watsonville Law Center.

21 6. Tax Allocation of Class Member Distributions: For tax purposes, payments of
22 settlement benefits to Class Members from the Net Settlement Amount will be treated as follows: 58%
23 of the Overtime Payments to members of the Settlement Class shall be allocated to wages and 42% of
24 the Overtime Payments to members of the Settlement Class shall be allocated to interest. Wage
25 Statement Penalty Payments to members of the Wage Statement Penalty Subclass, Final Wages Penalty
26 Payments to members of the Final Wages Subclass, and PAGA Payments to PAGA Employees shall be
27 allocated 100% to penalties. The Settlement Administrator shall be responsible for issuing Class
28 Members who receive a portion of the Net Settlement Amount a Form W-2 with respect to the portion

1 of settlement benefits allocated to wages. To the extent required by law, the Settlement Administrator
2 shall be responsible for issuing Class Members who receive a portion of the Net Settlement Amount
3 and PAGA Employees a Form 1099 with respect to the portion of settlement benefits and/or PAGA
4 Payments allocated to interest and/or penalties.

5 7. Funding and Distribution Dates: Within 7 days after the Effective Date, the Settlement
6 Administrator shall notify Defendant of the total amount of funds needed for making all payments
7 required under the Settlement. Defendant shall remit to the Settlement Administrator the total amount
8 of funds needed for making all payments required under the Settlement no later than the date 30
9 calendar days after the Effective Date. The Settlement Administrator shall make all payments required
10 under the Settlement as soon as practicable after receipt of the settlement funds from Defendant (but no
11 later than 10 days after receipt of the settlement funds).

12 **D. NOTICE, EXCLUSION AND OBJECTION PROCEDURES**

13 1. Within thirty (30) calendar days following the Court's entry of an Order Granting
14 Preliminary Approval of the Settlement, Defendant shall provide to the Settlement Administrator a
15 database or spreadsheet listing the name, last known home address, and social security number for
16 each Class Member and PAGA Employee (the "Class List"). The Class List shall indicate which Class
17 Members are members of the Wage Statement Penalty Subclass, which Class Members are members of
18 the Final Wages Penalty Subclass, how many pay periods Class Members worked overtime hours and
19 received a non-discretionary bonus during the Class Period, how many pay periods members of the
20 Wage Statement Penalty Class worked overtime hours and received a non-discretionary bonus during
21 the Wage Statement Penalty Period, and how many pay periods PAGA Employees worked overtime
22 hours and received a non-discretionary bonus during the PAGA Period.

23 2. Within ten (10) calendar days after receiving the Class List from Defendant, the
24 Settlement Administrator shall send a Notice to each Class Member by first class mail in the form
25 attached as Exhibit A. The Notice shall be provided in both English and Spanish. The Settlement
26 Administrator shall provide Plaintiff's counsel a copy of the Class List, including each Class Member's
27 estimated payment, to use in the administration of the Settlement.

28 3. The Settlement Administrator shall use reasonable standard skip tracing devices as

1 necessary to verify the accuracy of all addresses before the initial mailing date to ensure that the Notice
2 is sent to all Class Members at the addresses most likely to result in immediate receipt of those
3 documents. It shall be conclusively presumed that any Notice so mailed and not returned as
4 undeliverable within thirty (30) calendar days of the mailing shall have been received by the Class
5 Member. With respect to any returned Notices, the Settlement Administrator shall use reasonable
6 diligence to obtain a current address and re-mail to such address.

7 4. Class Members shall have forty-five (45) calendar days from the initial mailing of the
8 Notice by the Settlement Administrator to request exclusion from the Settlement by submitting a
9 request in writing to the Settlement Administrator, signed by the Class Member, to be excluded from
10 the Settlement. If a Notice is re-mailed to a new address after being returned to the Settlement
11 Administrator as undeliverable, the deadline for requesting exclusion from the Settlement shall be
12 extended by fifteen (15) calendar days. If any disputes about the validity or timeliness of any request
13 for exclusion arise, the parties shall meet and confer. If the parties cannot resolve the dispute, the
14 Court shall make a final and binding determination as to whether the request for exclusion shall be
15 deemed valid.

16 5. Class Members who submit a timely and valid request for exclusion from the
17 Settlement will not be bound by the Release of Class Action Claims under the Settlement and will not
18 be entitled to receive any settlement benefits payable to Class Members under the Settlement.

19 6. PAGA Employees, whether or not they submit a timely and valid request as Class
20 Members for exclusion from the Settlement, will be bound by the Release of PAGA Claims under the
21 Settlement and will be entitled to receive PAGA Payments under the Settlement.

22 7. Class Members shall have forty-five (45) calendar days from the initial mailing of the
23 Notice Packet by the Settlement Administrator to submit any objections to the Settlement and advise of
24 their desire to appear at the Final Fairness Hearing. If a Notice is re-mailed to a new address after
25 being returned to the Settlement Administrator as undeliverable, the deadline for submitting objections
26 to the Settlement shall be extended by fifteen (15) calendar days. The Class Notice shall include
27 specific instructions to Class Members for submitting objections, which must be sent in writing to the
28 Settlement Administrator.

1 **E. RELEASE OF CLAIMS**

2 1. Release of Class Action Claims: Each Class Member who does not submit a timely and
3 valid request for exclusion shall, upon the Effective Date, be deemed to have released any and all
4 claims against Defendant and any former and present parent, subsidiary, and affiliated corporations,
5 and their officers, directors, employees, partners, shareholders and agents, and any other successors,
6 assigns, or legal representatives ("Released Parties"), from any and all claims, rights, demands,
7 liabilities and causes of action under California law that Class Members have had, now have, or may
8 have in the future against the Released Parties for any acts occurring during the Class Action Release
9 Period that were pled in the Complaint or could have been pled based on the factual allegations in the
10 Complaint, including all claims for unpaid overtime wages, civil penalties under Labor Code Section
11 226, statutory penalties under Labor Code Section 203, interest, costs and attorney's fees. This
12 Release of Class Action Claims does not include the release of any claims for civil penalties under
13 PAGA.

14 2. Release of PAGA Claims: Each PAGA Employee shall, upon the Effective Date, be
15 deemed to have released any and all claims against Defendant and any former and present parent,
16 subsidiary, and affiliated corporations, and their officers, directors, employees, partners, shareholders
17 and agents, and any other successors, assigns, or legal representatives ("Released Parties"), from any
18 and all claims, rights, demands, liabilities and causes of action for civil penalties under PAGA that
19 PAGA Employees have had, now have, or may have in the future against the Released Parties for any
20 acts occurring during the PAGA Release Period that were pled in the Complaint or could have been
21 pled based on the factual allegations in the Complaint or the notice letter Plaintiff submitted to the
22 LWDA. This Release of PAGA Claims does not include the release of any claims for the underlying
23 violations of the Labor Code upon which Plaintiff's PAGA claims are based.

24 3. Additional Attorney's Fees Released by Class Counsel: In consideration for an award
25 of attorney's fees and costs in accordance with this Settlement, Class Counsel irrevocably and forever
26 waive any and all claims to any further attorney's fees and costs in connection with the Action.

27 4. Release by Class Representative: In exchange for receipt of a Service Payment, Class
28 Representative agrees to a general release of all claims, including a waiver of the protections provided

1 in Civil Code § 1542, which provides:

2 A general release does not extend to claims which the creditor or releasing party does not
3 know or suspect to exist in his or her favor at the time of executing the release, which if
4 known by him or her, would have materially affected his or her settlement with the debtor
5 or released party.

6 **F. COURT APPROVAL**

7 1. Plaintiff shall promptly move the Court for the entry of an Order Granting Preliminary
8 Approval of the Settlement.

9 2. In accordance with the Court's Order Granting Preliminary Approval of the Settlement,
10 Plaintiff, after the Settlement Administrator has mailed the Notice to Class Members and the time for
11 Class Members to request exclusion from or make an objection to the Settlement has expired, shall
12 move the Court for the entry of an Order Granting Final Approval of the Settlement.

13 3. This Settlement shall not take effect until the Court has entered an order granting final
14 approval of the Settlement and that order has become final after any objections to the Settlement or any
15 appeals from an order denying a motion to vacate the judgment granting final approval of the
16 Settlement have been resolved. If the Court does not grant final approval of the Settlement, the
17 judgment granting final approval of the Settlement is vacated and the order vacating the judgment is
18 upheld on appeal, or if the Court's final approval of the Settlement is reversed or materially modified
19 on appellate review of an order denying a motion to vacate the judgment, then this Settlement will
20 become null and void. If that occurs, the parties will have no further obligations under the Settlement,
21 including any obligation by Defendant to pay the Gross Settlement Amount or any amounts that
22 otherwise would have been owed under this Settlement. Further, should this occur, the parties agree
23 they shall be equally responsible for the Settlement Administrator's Administration Costs through that
24 date. An award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for
25 attorney's fees, costs or a Service Payment to Plaintiff, will not constitute a material modification to
26 the Settlement within the meaning of this paragraph.

27 4. Upon final approval of the Settlement, the parties shall present to the Court a proposed
28 Final Approval Order and Judgment, approving the Settlement and entering final judgment in

1 accordance therewith. After entry of final judgment, the Court shall have continuing jurisdiction over
2 the Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement
3 administration matters, and (3) addressing such post-judgment matters as may be appropriate under
4 Court rules and applicable law.

5 5. The parties agree to waive appeals from the Court's order granting final approval of the
6 Settlement with the following exceptions: (1) the parties may appeal if the Court materially modifies
7 the Settlement; and (2) Plaintiff may appeal if the Court awards attorney's fees, costs or a Service
8 Payment in an amount less than requested by Plaintiff. Any appeal with respect to the amount of
9 attorney's fees, costs or Service Payment shall not affect the finality of the Settlement in any other
10 regard or delay the payment of settlement benefits to Class Members or the payment of administration
11 costs to the Settlement Administrator. The waiver of appeal does not include any waiver of the right to
12 oppose any appeal, appellate proceeding, or post-judgment proceeding.

13 **G. MISCELLANEOUS**

14 1. The respective signatories to the Settlement represent that they are fully authorized to
15 enter into this Settlement and bind the respective parties to its terms and conditions.

16 2. The parties agree to cooperate fully with each other to accomplish the terms of this
17 Settlement, including but not limited to, execution of such documents and to take such other action as
18 may reasonably be necessary to implement the terms of the Settlement. The parties shall use their best
19 efforts, including all efforts contemplated by this Settlement and any other efforts that may become
20 necessary by order of the Court, or otherwise, to effectuate the terms of this Settlement.

21 3. The parties represent, covenant, and warrant that they have not directly or indirectly,
22 assigned, transferred, encumbered, or purported to assign, transfer or encumber to any person or entity
23 any portion of any liability, claim, demand, action, cause of action or right released and discharged in
24 this Settlement.

25 4. Nothing contained in this Settlement shall be construed or deemed an admission of
26 liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of the parties has
27 entered into this Settlement with the intention to avoid further disputes and litigation with the attendant
28 inconvenience and expenses. This Settlement is a settlement document and shall be inadmissible in

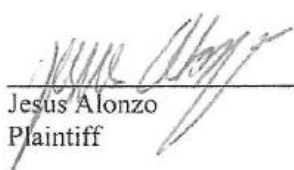
1 evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce its terms.

2 5. This Settlement may be executed in counterparts, and when each party has signed at
3 least one such counterpart, each counterpart shall be deemed an original, and, when taken together with
4 other signed counterparts, shall constitute execution of the Settlement, which shall be binding upon and
5 effective as to all Parties.

6 6. Until the filing of a motion for preliminary approval, the terms of the Settlement shall
7 remain confidential and any remarks about this settlement shall be limited to a statement to the effect
8 that the parties have reached a settlement in principle subject to court approval. This confidentiality
9 clause extends to the parties' use of social media people often use to communicate during their daily
10 lives, such as Twitter, Facebook, My Space, blogs and the like. This confidentiality clause, however,
11 shall not operate to restrict the ability of Class Counsel to communicate with any Class Member about
12 the fact or terms of this Settlement.

13 **IT IS SO AGREED.**

14 Dated: November 13, 2024


Jesus Alonzo
Plaintiff

17 Dated: November __, 2024

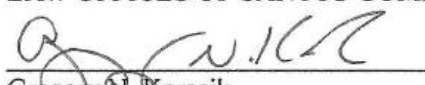
Richard Taylor
For Defendant

19 **Agreed As To Form**

20 ~~Dated: November __, 2024~~
21 ^{December 20}

KARASIK LAW FIRM
LAW OFFICES OF SANTOS GOMEZ

23 By


Gregory N. Karasik
Attorneys for Plaintiff

25 Dated: November __, 2024

LATHROP GPM LLP

27 By

Daniel F. Pyne, III
Attorneys for Defendant

1 evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce its terms.

2 5. This Settlement may be executed in counterparts, and when each party has signed at
3 least one such counterpart, each counterpart shall be deemed an original, and, when taken together with
4 other signed counterparts, shall constitute execution of the Settlement, which shall be binding upon and
5 effective as to all Parties.

6 6. Until the filing of a motion for preliminary approval, the terms of the Settlement shall
7 remain confidential and any remarks about this settlement shall be limited to a statement to the effect
8 that the parties have reached a settlement in principle subject to court approval. This confidentiality
9 clause extends to the parties' use of social media people often use to communicate during their daily
10 lives, such as Twitter, Facebook, My Space, blogs and the like. This confidentiality clause, however,
11 shall not operate to restrict the ability of Class Counsel to communicate with any Class Member about
12 the fact or terms of this Settlement.

13 **IT IS SO AGREED.**

14 Dated: November __, 2024

Jesus Alonzo
Plaintiff

15
16
17 Dated: November __, 2024

Richard Taylor
Richard Taylor 12/19/2024
For Defendant

18
19 **Agreed As To Form**

20
21 Dated: November __, 2024

KARASIK LAW FIRM
LAW OFFICES OF SANTOS GOMEZ

22
23 By

Gregory N. Karasik
Attorneys for Plaintiff

24
25 Dated: Dec. 20, 2024

LATHROP GPM LLP

26
27 By

Daniel F. Pyne, III
Attorneys for Defendant

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Alonzo v. Nordic Naturals, Inc.
Santa Cruz County Superior Court Case No. 24CV00089

This Notice provides important information about a proposed settlement in the above-referenced class action lawsuit (the "Action" or "Lawsuit") and your rights to participate in or exclude yourself from the settlement. The Action was brought by Jesus Alonzo ("Plaintiff") against Nordic Naturals, Inc. ("Defendant").

A. Summary Of Plaintiff's Claims

Plaintiff asserts class action claims and claims for civil penalties under PAGA against Defendant on behalf of non-exempt employees who received non-discretionary bonuses for pay periods during which they worked overtime hours ("Bonus Employees"). Plaintiff filed a First Amended Complaint which added a cause of action for civil penalties under PAGA. Plaintiff contends that Defendant failed to pay all the overtime wages owed to Bonus Employees, which resulted in Defendant failing to provide Bonus Employees with accurate wage statements and Defendant failing to pay Bonus Employees whose employment ended all the wages owed to them upon termination. Plaintiff seeks to recover unpaid overtime wages, penalties, interest, costs of suit and attorneys' fees.

Defendant denies that it knowingly or intentionally failed to comply with any labor laws and contends that, except for the purposes of settlement, the claims in the Action may not be pursued as a class action. The Court has not decided whether or not Defendant violated any laws or whether any person is entitled to any damages or other relief.

B. Why You Are Receiving This Notice

On [date], the Santa Cruz County Superior Court (the "Court") preliminarily approved a settlement of the Lawsuit (the "Settlement") on behalf of the Settlement Class. The Settlement Class is comprised of all persons who worked for Defendant in California as non-exempt employees at any time between January 9, 2020 and June 30, 2024 (the "Class Period") who in any pay period worked overtime hours and received a non-discretionary bonus (including, but not limited to, bonuses characterized as a Warehouse Bonus, Sales Department Bonus, Sales Stretch Bonus, Customer Service Bonus, Organizational Bonus, or COVID/Hazard Bonus).

There are approximately 222 persons in the Settlement Class. The Settlement Class includes a Wage Statement Penalty Subclass, which consists of all persons who worked for Defendant in California as non-exempt employees at any time between January 9, 2023 and June 30, 2024 (the "Wage Statement Penalty Period") who in any pay period worked overtime hours and received a non-discretionary bonus. There are approximately 145 persons in the Wage Statement Penalty Subclass. The Settlement Class also includes a Final Wages Penalty Subclass, which consists of all persons who worked for Defendant in California as non-exempt employees whose employment ended at any time between January 9, 2021 and June 30, 2024 who in any pay period worked overtime hours and received a non-discretionary bonus. There are approximately 67 persons in the Wage Statement Penalty Subclass. The Settlement also resolves claims for civil penalties under PAGA asserted by Plaintiff on behalf of PAGA Employees, who are persons who worked for Defendant in California as non-exempt employees at any time between January 9, 2023 and June 30, 2024 (the "PAGA Period"). There are approximately 145 PAGA Employees.

Because you are a member of the Settlement Class, you have the right to participate in, object to, or exclude yourself from the settlement. This letter explains your legal rights and options with respect to the Settlement.

C. The Terms Of The Settlement

Defendant has agreed to pay the Gross Settlement Amount of Four Hundred Fifteen Thousand Dollars (\$415,000) in exchange for a release of the claims asserted in the Action. Payments to be made from the Gross Settlement Amount include: 1) the cost of settlement administration (not to exceed \$6,500); 2) the amount of attorney's fees (not to exceed \$138,333.33) and litigation costs (not to exceed \$7,500) awarded to Class Counsel; 3) the amount of a Service Payment awarded to Plaintiff (not to exceed \$7,500); 4) payment of \$7,500 to the Labor and Workforce Development Agency; 5) settlement benefits to class members who do not exclude themselves from the Settlement; and 6) payment of PAGA Payments in the total amount of \$2,500 to PAGA Employees. It is estimated that, after deducting the above expenses from the Gross Settlement Amount, the Net Settlement Amount will be approximately \$245,000.

The Net Settlement Amount will be distributed to members of the Settlement Class as follows:

Payments in the total amount equal to 34% of the Net Settlement Amount ("Overtime Payments") shall be payable to members of the Settlement Class on a pro rata basis based on the number of pay periods they worked overtime hours and were paid a non-discretionary bonus during the Class Period. It is estimated that, on average, each member of the Settlement Class will receive an Overtime Payment in the gross amount (the amount before applicable tax deductions) of approximately \$393.

Payments in the total amount equal to 10% of the Net Settlement Amount ("Wage Statement Penalty Payments") shall be payable to members of the Wage Statement Penalty Subclass on a pro rata basis based on the number of pay periods they worked overtime hours and were paid a non-discretionary bonus during the Wage Statement Penalty Period. It is estimated that, on average, each member of the Wage Statement Penalty Subclass will receive a Wage Statement Penalty Payment in the amount of approximately \$169.

Payments in the total amount equal to 56% of the Net Settlement Amount shall be payable to members of the Final Wages Penalty Subclass on an equal pro rata basis. It is estimated that, on average, each member of the Final Wages Penalty Subclass will receive a Final Wages Penalty Payment in the amount of approximately \$2,048.

PAGA Payments in the total amount of \$2,500 will be distributed to PAGA Employees on a pro rata basis based on the number of pay periods they worked overtime hours and were paid a non-discretionary bonus during the PAGA Period. It is estimated that, on average, each PAGA Employee will receive approximately \$17.

D. What Your Options Are

1. Participate in the Settlement

To receive your share of settlement benefits from the Net Settlement Amount, you need not do anything. As long as you do not exclude yourself from the Settlement, you will receive an Overtime Payment [Wage Statement Penalty Payment] [Final Wages Penalty Payment] from the Net Settlement Amount following final approval of the Settlement.

Based on the records of Defendant, you worked overtime hours and were paid a non-discretionary bonus in [number] pay periods during the Class Period [and in [number] pay periods during the Wage Statement Period. Based on the number[s] of your workweeks, your estimated gross Overtime Payment (before tax deductions) is \$_____ [and your estimated Wage Statement Penalty Payment is \$_____]. [Your estimated Final Wages Penalty Payment is \$_____]. Depending on the Court's Final Approval Order and the number of class members who participate in the Settlement (i.e., who do not opt-out), the actual amount[s] you will receive from the Net Settlement Amount if the Court grants final approval of the settlement may vary from the above estimated amount[s].

If you dispute the number[s] of your workweeks, you may send the Settlement Administrator information, including any documents to support your claim, about the correct number of workweeks. Such information must be sent by [date] by regular mail, email or fax to the Settlement Administrator at the following address: [insert name and contact information for Settlement Administrator]. If you dispute the number of workweeks, the Settlement Administrator will make a final determination about the correct number of workweeks and will inform you of its final decision.

It is your responsibility to keep a current address on file with the Settlement Administrator as the Settlement Administrator will mail your payments to the address it has on file for you. So, if you move, please provide the Settlement Administrator your new address. You may provide the Settlement Administrator your new address by mailing, emailing it or faxing it to [insert name and contact information for Settlement Administrator]. You may also contact Class Counsel and provide him your new address and he will forward it to the Settlement Administrator.

If you do not exclude yourself from the Settlement, you will upon final approval of the Settlement be bound by the release of claims described below and lose the right to sue Defendant for any of the claims asserted against Defendant in the Action or that could have been asserted based on the facts alleged in the Action.

2. Object to the Settlement

As long as you do not exclude yourself from the Settlement, you have the right to object to the Settlement. The objection must be sent by [date] by regular mail, email or fax to the Settlement Administrator at the following address: [insert name and contact information for Settlement Administrator]. An objection must include: (a) the case name and number of the Action; (b) the objector's full name, signature, address, and telephone number, and the last four digits of his or her Social Security 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. If you submit a timely objection, the Court will make a ruling on the merits of the objection at the Final Fairness Hearing described below.

3. Exclude Yourself from the Settlement

If you wish to exclude yourself from the Settlement, you must submit a written request for exclusion. The request for exclusion must be sent by [date] by regular mail, email or fax to the Settlement Administrator at the following address: [insert name and contact information for Settlement Administrator]. A request for exclusion must: (a) contain the case name and number of the Action; (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; and (d) clearly state that you do not wish to be included in the settlement.

If you exclude yourself from the Settlement, you will not be entitled to recover any settlement benefits payable from the Net Settlement Amount or object to the Settlement but you will retain the right to bring any claims you have or believe you have against Defendant [except, because you are a PAGA Employee, claims for civil penalties under PAGA that are released by the Settlement]. If you do not exclude yourself from the Settlement, you will upon final approval of the settlement be bound by the release of claims described below and lose the right to sue Defendant for any of the claims asserted against Defendant in the Action or that could have been asserted against Defendant based on the facts alleged in the Action.

E. Release of Claims

Unless you exclude yourself from the Settlement, upon final approval of the Settlement by the Court you will be deemed to have given up your right to sue and have released Defendant and any former and present parent, subsidiary, and affiliated corporations, and their officers, directors, employees, partners, shareholders and agents, and any other successors, assigns, or legal representatives ("Released Parties"), from any and all claims, rights, demands, liabilities and causes of action under California law that Class Members have had, now have, or may have in the future against the Released Parties for any acts occurring during the Class Period that were pled in the Complaint or could have been pled based on the factual allegations in the Complaint, including all claims for unpaid overtime wages, civil penalties under Labor Code Section 226, statutory penalties under Labor Code Section 203, interest, costs and attorney's fees. This release of claims does not include the release by PAGA Employees of any claims for civil penalties under PAGA, which applies to all PAGA Employees whether or not they request exclusion from the Settlement as members of the Settlement Class

F. Final Fairness Hearing

The Court has scheduled a Final Fairness Hearing for _____, 2025 at 8:30 a.m. in Department 5 of the Santa Cruz County Superior Court, located at 701 Ocean Street, Santa Cruz, California. At the Final Fairness Hearing, the Court will decide whether to grant final approval to the Settlement. At the Final Fairness Hearing the Court will also decide the amounts of attorney's fees, litigation costs, and the service payment to award. You have the right to appear at the Final Fairness Hearing and address the Court. You also have the right to retain an attorney, at your own expense, to speak on your behalf.

G. Where to Get More Information

If you want more information about the lawsuit or the settlement, you can contact the attorneys for the Settlement Class at the address, email or telephone number listed below or any

other advisor of your choice.

Santos Gomez
Law Offices of Santos Gomez
1003 Freedom Boulevard
Watsonville, CA 95076
Tel. (831) 228-1560
Cell Tel. (805) 236-1743
Fax (831) 228-1542
santos@lawofficesofsantosgomez.com

You can also view and obtain copies of lawsuit related documents in the Court's file by visiting the Court's website at www.santacruz.court.ca.gov or going to the courthouse located at 701 Ocean Street, Santa Cruz, California.

DO NOT CONTACT THE COURT WITH QUESTIONS

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I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within action. My business address is 519 Arbramar Ave., Pacific Palisades, California 90272.

I served the document described as **STIPULATION RE CLASS ACTION SETTLEMENT AND RELEASE OF CLAIMS** on the interested parties in this action listed below or on the attached service list as follows:

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Daniel F. Pyne III
Daniel.pyne@lathropgpm.com
Lathrop GPM LLP

Santos Gomez
Law Offices Of Santos Gomez
santos@lawofficesofsantosgomez.com

Attorneys for Defendant and
Cross Complainant

Attorneys for Plaintiff

Nicolette L. Young
Nicolette.young@morganlewis.com
Nina Shaw
Nina.shaw@morganlewis.com
Morgan Lewis & Bockius LLP

Attorneys for Cross Defendant

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on December 24, 2024 at Pacific Palisades, California.


Gregory N. Karasik