STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT

This Stipulation of Settlement (this "Settlement Agreement" or the "Settlement") is reached by and between Plaintiffs Concepcion Portillo ("Portillo) and Yasmine Villa ("Villa") (Portillo and Villa are referred to herein collectively as "Plaintiffs"), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Fujifilm Irvine Scientific, Inc. ("Defendant"), on the other hand. Plaintiffs and Defendant are referred to herein collectively as the "Parties." Plaintiffs and the Settlement Class are represented by Paul K. Haines of Haines Law Group, APC, Scott M. Lidman, Milan Moore and Tiara Gose-Hardy of Lidman Law, APC, and Jonathan M. Genish and Barbara DuVan-Clarke of Blackstone Law, APC (collectively, "Class Counsel"). Defendants are represented by Marlene S. Muraco of Littler Mendelson, P.C.

On August 6, 2024, Portillo filed a class action lawsuit against Defendant in the Orange County Superior Court in the matter entitled Concepcion Portillo v. *Fujifilm Irvine Scientific, Inc.*, Case No. 30-2024-01416987-CU-OE-CXC (the "*Portillo Action*"). The initial Complaint in the Portillo Action alleged the following causes of action: (i) failure to provide meal periods, or premium pay for non-compliant meal periods; (ii) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (iii) failure to issue accurate, itemized wage statements; (iv) failure to reimburse necessary business expenses; (v) failure to pay all wages upon termination of employment; and (vi) unfair competition premised on the facts, claims, causes of action or legal theories described above.

By letter dated August 6, 2024, Portillo gave written notice by certified mail to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Portillo alleged Defendant violated. A copy of Portillo's August 6, 2024 letter to the LWDA is attached hereto as **Exhibit A**.

On October 23, 2024, Portillo filed a First Amended Complaint ("FAC") adding a cause of action under the California Private Attorneys General Act ("PAGA") based on the Labor Code violations alleged in her August 6, 2024 letter to the LWDA.

By letter dated October 23, 2024, Villa gave written notice by certified mail to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Villa alleged Defendant violated. A copy of Villa's October 23, 2024 letter to the LWDA is attached hereto as **Exhibit B**.

On December 20, 2024, Villa filed a class action Complaint against Defendant in Orange County Superior Court, in the matter entitled *Yasmine Villa v. Fujifilm Irvine Scientific, Inc.*, Case No. 30-2024-01447990-CU-OE-CXC (the "*Villa Action I*") alleging the following claims: (i) failure to pay all minimum wages owed; (ii) failure to pay all overtime wages owed; (iii) failure to provide meal periods, or premium pay for non-compliant meal periods; (iv) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (v) failure to timely pay wages during employment; (vi) failure to issue accurate, itemized wage statements; (vii) failure to pay all wages upon termination of employment; (viii) failure to reimburse necessary business expenses; (ix) unfair competition premised on the facts, claims, causes of action or legal theories described above; (x) violations of the Fair Credit Reporting Act; and (xi) violations of the California Investigative Consumer Reporting Agencies Act.

On December 30, 2024, Villa filed a representative action Complaint against Defendant in Orange County Superior Court, in the matter entitled *Yasmine Villa v. Fujifilm Irvine Scientific, Inc.*, Case No. 30-2024-01449400-CU-OE-CXC (the "*Villa Action II*") which alleged a single cause of action under the California Private Attorneys General Act ("PAGA") based on the Labor Code violations alleged in her October 23, 2024 letter to the LWDA

On January 16, 2026, the Court approved a Stipulation between the Parties to consolidate for purposes of settlement the *Portillo Action*, the *Villa Action I*, and the *Villa Action II* (the "Consolidated Action").

Defendant denies Plaintiffs' claims in the Consolidated Action in their entirety and denies that the Consolidated Action is suitable for treatment as a class action or on any representative basis.

Given the uncertainty and cost of litigation, Plaintiffs and Defendant wish to settle the Consolidated Action and the Released Class Claims (defined below), both individually and on behalf of the Settlement Class and aggrieved employees. Accordingly, Plaintiffs and Defendant agree as follows:

1. **Settlement Class**. For the purposes of this Settlement Agreement only, Plaintiffs and Defendant stipulate to the certification of the following Settlement Class:

> All current and former non-exempt employees of Defendant Fujifilm Irvine Scientific, Inc. who worked in California at any time during the Class Period.

For purposes of this Settlement Agreement, the "Class Period" is defined as of August 6, 2020, through the date the Court enters an Order Granting Preliminary Approval of the Settlement.

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible, void ab initio, and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **PAGA Employees**. For the purposes of this Settlement Agreement only, Plaintiffs and Defendant stipulate to the following definition of PAGA Employees:

> All current and former non-exempt employees of Defendant Fujifilm Irvine Scientific, Inc. who worked in California at any time during the PAGA Period.

For purposes of this Settlement Agreement, the "PAGA Period" shall mean the time period between August 6, 2023, through the date the Court enters an Order Granting Preliminary Approval of the Settlement.

3. **Release by Settlement Class Members and Plaintiffs**. Plaintiffs and every member of the Settlement Class (except those who timely and properly submit a Request for Exclusion as set forth below) will fully and forever completely discharge: (a) Defendant, its past and present corporate affiliates, parents, subsidiaries, divisions, related entities, divested businesses and business units; and (b) the board members, officers, employees, agents, representatives, shareholders, insurers, successors, assigns and attorneys of each of the entities identified in subparagraph (a) (collectively, the "Released Parties"), as follows:

A. Settlement Class Members' Release: Settlement Class Members and Plaintiffs will release any and all claims, rights, demands, charges, complaints, causes of action, obligations, or liability of any and every kind that were pled or reasonably could have been pled based on the factual allegations contained in the Consolidated Action which occurred during the Class Period. This includes claims for (1) Failure to Pay All Minimum Wages Owed (Labor Code §§ 1182.12, 1194, 1194.2, 1197); (2) Failure to Pay All Overtime Wages Owed (Labor Code §§ 204, 510, 558, 1194, 1198); (3) Meal Period Violations (Labor Code §§ 226.7, 512, 558); (4) Rest Period Violations (Labor Code §§ 226.7, 516, 558); (5) Failure to Timely Pay Wages During Employment (Labor Code §§ 204 and 210; (6) Failure to Issue Accurate, Itemized Wage Statements (Labor Code § 226); (7) Failure to Timely Pay All Wages Owed Upon Termination of Employment (Labor Code §§ 201-203); (8) Failure to Indemnify Necessary Business Expenses (Labor Code §§ 2800 and 2802; (9) Unfair Competition (Cal. Business & Professions Code §§ 17200, *et seq*.; (10) Violations of the Fair Credit Reporting Act (15 U.S.C. § 1681b(b)(2)(A); and (11) Violations of the California Investigative Consumer Reporting Agencies Act (Cal. Civil Code §§ 1786, *et seq*. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims.

B. The time period for the release of the Released Class Claims against the Released Parties shall be the same time period as the Class Period.

C. PAGA Release: PAGA Employees, including Plaintiffs and those who timely and properly submit a Request for Exclusion from the class portion of the Settlement as set forth below, and the California Labor Workforce Development Agency ("LWDA") will release and discharge Defendant and the Released Parties from all civil penalties available under PAGA based on the facts alleged in the Consolidated Action and alleged in the letters to the LWDA dated August 6, 2024 and October 23, 2024 (collectively, the "PAGA Released Claim"), which occurred during the PAGA Period. This includes claims for PAGA penalties based on underlying claims for (1) Failure to Pay All Minimum Wages Owed (Labor Code §§ 1182.12, 1194, 1194.2, 1197); (2) Failure to Pay All Overtime Wages Owed (Labor Code §§ 204, 510, 558, 1194, 1198); (3) Meal Period Violations (Labor Code §§ 226.7, 512, 558); (4) Rest Period Violations (Labor Code §§ 226.7, 516, 558); (5) Failure to Timely Pay Wages During Employment (Labor Code §§ 204 and 210; (6) Failure to Issue Accurate, Itemized Wage Statements (Labor Code § 226); (7) Failure to Timely Pay All Wages Owed Upon Termination of Employment (Labor Code §§ 201-203); and (8) Failure to Indemnify Necessary Business Expenses (Labor Code §§ 2800 and 2802.

D. The time period for the release of the PAGA Released Claims against the Released Parties shall be the same time period as the PAGA Period. PAGA Employees may not opt-out of the PAGA Release.

E. General Releases by Plaintiffs: In consideration for Defendant's promises and obligations under this Agreement, Plaintiffs agree to a general and comprehensive release of all of their known and unknown claims against the Released Parties, including, without limitation, all claims that were or could have been alleged in the Complaints in the Actions under any state law, federal law, common law, equity or other theory arising in any way out of Plaintiffs' employment with Defendant or any of the Released Parties. As part of this release, Plaintiffs further release all unknown claims against Defendant and any of the Released Parties, covered by California Civil Code Section 1542, which states:

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

Plaintiffs understand that they are individuals, "creditors" and "releasing parties" within the meaning of Civil Code section 1542, and thereby expressly waive and relinquish any and all rights and benefits under Section 1542 of the Civil Code of the State of California and under any statute, rule, or principle of common law or equity, of any jurisdiction, that is similar to Section 1542.

Notwithstanding the foregoing, the waiver and releases in this Agreement do not apply to: (i) those rights as a matter of law that cannot be waived, including, but not limited to, workers' compensation claims; (ii) rights or claims arising after this Agreement is executed by Plaintiffs; (iii) rights or claims arising out of this Agreement related to the enforcement thereof. The Agreement in no way affects Plaintiffs' entitlement and/or benefits to be received by Plaintiffs in workers' compensation pursuant to the jurisdiction of workers' compensation.

Plaintiffs also agree to not request an exclusion from this Settlement, nor shall Plaintiffs object to any portion of the Settlement. Any Class Representative Service Awards approved by the Court will result in the issuance of a Form 1099 to the class representatives, who shall assume full responsibility and liability for the payment of taxes due on such award.

F. The releases identified herein shall become effective on the date Defendant fully funds the Gross Settlement Amount and the employer's share of payroll taxes pursuant to the terms of this Agreement (the "Effective Date of the Releases"). Upon the Effective Date of the Releases, all Settlement Class Members shall be deemed to have, and by operation of Judgment shall have, released, waived and relinquished the Released Class Claims, and all PAGA Employees and the California LWDA shall be deemed to have, and by operation of the Judgment shall have, released, waived and relinquished the PAGA Released Claim.

4. **Gross Settlement Amount**. As consideration, Defendant agrees to pay a "Gross Settlement Amount" of One Million Thirty Thousand Dollars and Zero Cents (**$1,030,000.00**) in full and complete settlement of the Consolidated Action, as follows:

A. The Parties have agreed to engage Apex as the "Settlement Administrator" to administer this Settlement. All settlement administration costs shall be paid from the Gross Settlement Amount.

B. "Effective Date" means the first day after the latter of: (a) 60 days after the Court grants Final Approval of this Settlement if no timely appeal is filed; or (b) the date on which any appeal that has been filed is finally resolved such that there are no further rights of appeal or unresolved appellate proceeding(s).

C. Defendants shall deposit the Gross Settlement Amount (including any increase to the Gross Settlement Amount pursuant to the Escalator Clause if such increase is triggered pursuant to Section 5(f), below) and Defendants make the election to increase the GSA) and Defendants' share of all payroll taxes within thirty (30) days after the Effective Date.

D. This is a **non-reversionary** settlement. The Gross Settlement Amount includes:

(1) All payments to the Settlement Class Members;

(2) All costs of the Settlement Administrator and settlement administration, which are not to exceed Seven Thousand Nine Hundred Ninety Dollars and Zero Cents ($7,990.00.00), except for a showing of good cause and as approved by the Court. To the extent the Administration expenses are less or the Court approves payment less than $7,990.00, the Settlement Administrator will retain the remainder in the Net Settlement Amount;

(3) An amount not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) for each of the Plaintiffs' Class Representative Service Awards (for a total of $20,000), in recognition of their contributions to the Consolidated Action, and their service to the Settlement Class and Plaintiffs' additional releases. Even in the event that the Court reduces or does not approve the requested Class Representative Service Awards, Plaintiffs shall not have the right to revoke this Settlement Agreement, and this Settlement shall remain binding;

(4) Up to one-third (33.33%) of the Gross Settlement Amount (including one-third of any increase to the Gross Settlement Amount pursuant to the Escalator Clause) in Class Counsel's attorneys' fees (estimated to be $343,333.33), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently

estimated to be no greater than Thirty Five Thousand Dollars and Zero Cents ($35,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding; and

(5) Seventy-Five Thousand Dollars and Zero Cents ($75,000.00) of the Gross Settlement Amount has been set aside by the Parties as "PAGA Civil Penalties". Per Labor Code § 2699(i), sixty-five percent (65%) of such penalties, or Forty-Eight Thousand Seven Hundred Fifty Dollars and Zero Cents ($48,750.00) will be payable to the Labor & Workforce Development Agency (the "LWDA"), and the remaining thirty-five percent (35%), or Twenty-Six Thousand Two Hundred Fifty Dollars and Zero Cents ($26,250.00), will be payable to PAGA Employees as the "PAGA Amount," as described below.

E. Defendant's share of payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount and is due with the final payment as set forth in paragraph 4(c) above.

F. **Escalator Clause**. Defendant represents that there are approximately 438 Class Members who worked approximately 44,857 workweeks between August 6, 2020 and August 21, 2025, the date of the Parties' mediation. If the actual number of workweeks during the Class Period is more than 10% greater than this figure (i.e., there are more than 49,343 Workweeks worked by the Class Members), Defendant may, at its election, opt to (1) increase the Gross Settlement Amount by a proportional amount above the 10% figure (i.e., if there was 11% increase in the number Workweeks during the Class Period, the Gross Settlement Amount would be increased by 1%); or (b) end the Class and PAGA Periods on a date on which the total workweeks does not exceed 49,343.

5. **No Undue Publicity**. Except as required to obtain preliminary or final approval in this case or to carry out their duties as the Class Representatives or Class Counsel, Plaintiffs and Class Counsel agree not to publicize the amount or other terms of this settlement to any person. Nothing herein will restrict Class Counsel from indicating publicly available information regarding the settlement in future judicial submissions regarding Class Counsel's qualifications and experience.

6. **Payments to the Settlement Class**. Settlement Class Members are not required to submit a claim form to receive a payment (the "Settlement Award") from the Net Settlement Amount (as defined below). Settlement Awards will be determined and paid as follows:

A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiffs' Class Representative Service Awards, the Settlement Administrator's fees and expenses for administration, and the amount designated as PAGA Civil Penalties. The remaining amount shall be known as the "Net Settlement Amount."

B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class Member's Settlement Award based on the following formula:

i. Each participating Settlement Class Member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all Settlement Class Members who worked during the Class Period.

b. PAGA Amount: Thirty-Six Thousand Fifty Dollars and Zero Cents ($36,050.00) of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above. Each PAGA Employee shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee's number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all PAGA Employees.

C. Within ten (10) calendar days following Defendant fully funding the Gross Settlement Amount and required employer-side payroll taxes with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for the Parties for review and approval. Within seven (7) calendar days of approval by counsel for the Parties, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class Members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel.

D. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: For Settlement Class Members, seventy-five percent (75%) as penalties and interest; and twenty five percent (25%) as wages. All PAGA penalties shall be designated as 100% penalties and reported on an IRS Form 1099. If an PAGA Employee submits a timely and valid Request for Exclusion (and is therefore not a Settlement Class Member), the PAGA Employee's Settlement Award shall be designated as one hundred percent (100%) penalties and reported on an IRS Form 1099. The Settlement Administrator will be responsible for issuing to participating Settlement Class Members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Each Settlement Class Member who receives a Settlement Award will be responsible for correctly characterizing the payment for tax purposes and for payment of any taxes owing on said amount. Notwithstanding the treatment of the payments to each Settlement Class Member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

Each member of the Settlement Class who receives a Settlement Award must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Any Settlement Award returned to the Settlement Administrator as non-delivered on or before the 180-day deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within 5 business days of receiving the returned Settlement Payment.

E. Any funds payable to Settlement Class Members whose checks were not cashed within 180 days after mailing will escheat to the California Secretary of State-Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class Member.

F. Neither Plaintiffs nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

7. **Attorneys' Fees and Costs**. Defendants will not object to Class Counsel's request for a total award of attorneys' fees of one-third (33.33%) of the Gross Settlement Amount (including one-third of any increase of the Gross Settlement Amount pursuant to the Escalator Clause above if triggered and such increase is elected by Defendants); the award of attorneys' fees is currently estimated to be Three Hundred Forty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($343,333.33). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Thirty Five Thousand Dollars and Zero Cents ($35,000.00) from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

8. **Class Representative Service Awards**. Defendants will not object to a request for Class Representative Service Awards up to Ten Thousand Dollars and Zero Cents ($10,000.00) to each of the Plaintiffs (for a total of $20,000.00) for their time and risk in prosecuting this case, their service to the Settlement Class, and their additional releases. This award will be in addition to Plaintiffs' Settlement Awards as Settlement Class Members and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested Class Representative Service Awards, Plaintiffs shall not have the right to revoke this Settlement, and it will remain binding.

9. **Settlement Administrator**. Defendants agree to the appointment of Apex as the Settlement Administrator. Defendant will not object to Plaintiffs' request to pay the Settlement Administrator Seven Thousand Nine Hundred Ninety Dollars and Zero Cents ($7,990.00) from the Gross Settlement Amount for its services. The Settlement Administrator shall be responsible

for sending notices and for calculating Settlement Awards and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wages, which shall be paid by Defendant separate and apart from the Gross Settlement Amount, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Settlement Awards have been mailed to all participating Settlement Class Members.

10. **Preliminary Approval**. Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:

A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;

B. Appointing Paul K. Haines of Haines Law Group, APC, Scott M. Lidman, Milan Moore and Tiara Gose-Hardy of Lidman Law, APC, and Jonathan M. Genish and Barbara DuVan-Clarke of Blackstone Law, APC as Class Counsel;

C. Appointing Concepcion Portilla and Yasmine Villa as Class Representatives for the Settlement Class;

D. Approving Apex as Settlement Administrator;

E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;

F. Approving the form and content of the Notice Packet (which is comprised of the Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Approval, Workweek Dispute and Change of Address Form, Request for Exclusion Form, and Objection Form, drafts of which are attached collectively hereto as **Exhibit C**), and directing the mailing of same in both Spanish and English; and

G. Scheduling a Final Approval hearing.

11. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

A. Within twenty (20) calendar days after entry of an order preliminarily approving this Settlement Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, and the number of Workweeks and PAGA Pay Periods for each Settlement Class Member and agree to make best efforts to provide this information in excel format (collectively referred to as the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.

B. To protect Class Members' privacy rights, the Settlement Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this

Settlement and for no other purpose, and restrict access to the Class Data to Settlement Administrator employees who need it to effect and perform under the Agreement.

C. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class Members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class Members; (ii) update the address of any Settlement Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class Member; and (iv) mail a Notice Packet in both English and Spanish to each Settlement Class Member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

D. Requests for Exclusion. Any Settlement Class Member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

i. The Notice Packet shall state that Settlement Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. A Request for Exclusion form shall be included with the Notice Packet, attached hereto as Exhibit C. The Notice Packet shall state that Settlement Class Members who submit a Request for Exclusion by the Response Deadline shall remain a PAGA Employee, bound by the PAGA Release, and receive a portion of the PAGA Amount. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class Member; (2) contain a statement that the Settlement Class Member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Settlement Class Member's telephone number and last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement, except insofar as such Settlement Class Member is a PAGA Employee, nor shall any such individual have any right to object, appeal or comment thereon.

E. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel) or by appearing at the Final Fairness Hearing to object orally personally or through counsel. An Objection Form shall be included with the Notice Packet, a copy of which is attached hereto as Exhibit C. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any written objection must: (1) contain the objecting Settlement Class Member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class Member for purposes of the objection; (2) a concise statement of the objection; and (3) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing irrespective of whether they submitted any written objections.

F. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class Member shall disclose the amount of the Settlement Class Member's estimated Settlement Award, including the Settlement Class Member's number of workweeks worked during the Class Period. Settlement Class Members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. A Workweek Dispute Form shall be included with the Notice Packet, a copy of which is attached hereto as Exhibit C. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Parties shall file with the Court all disputes submitted by class members, including the evidence submitted and the resolution of the disputes. Although the Settlement Administrator may make the initial decision regarding claim disputes, the Court may review any initial decision made by the Settlement Administrator regarding a claim dispute. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. In the absence of a dispute, the Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class Member and the Parties, unless the Court determines otherwise.

G. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class Member immediately, and in any event within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member. Settlement Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement

Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class Member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, the Settlement Administrator shall continue to locate an updated address up to and including the Response Deadline to re-mail the Notice Packet. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendants' Counsel to provide notice of the proposed settlement.

12. **Settlement Administrator's Duties.** The Settlement Administrator has a duty to perform all tasks to be performed or observed by the Settlement Administrator contained in this Agreement or otherwise, including the following.

A. The Settlement Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain their validity. Not later than five (5) calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Settlement Administrator shall advise Class Counsel and Defense Counsel in writing of the final number of Class Members who submitted timely Requests for Exclusion, the combined number of class weeks attributable to those individuals, and the overall (total) percentage of class weeks attributable to them (total class weeks attributable to the excluded Class Members/total class weeks reflected in the Class Data) (the "Exclusion Report").

B. The Settlement Administrator shall, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion received, objections received, and disputes to Workweeks received and/or resolved ("Weekly Report").

C. Not later than fourteen (14) calendar days before the date on which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Settlement Administrator will provide to the Parties a signed declaration suitable for filing in court attesting to its due diligence and compliance with all of its obligations under this Agreement. The Administrator will supplement its declaration as needed or requested by the Parties and /or the Court.

D. At least fourteen (14) calendar days before any deadline set by the Court, the Settlement Administrator will prepare, and submit to the Parties, a signed declaration suitable for filing in court attesting to its disbursement of all payments required under this Agreement.

13. **Final Approval**. Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

B. Approving Plaintiffs' and Class Counsel's application for attorneys' fees and costs, Class Representative Service Awards, and settlement administration costs; and

C. Entering judgment pursuant to California Rule of Court 3.769 and posting notice of the judgment on a static website created and maintained by the Settlement Administrator.

14. **Defendants Right to Withdraw.** If the Class Members who validly request exclusion from this Settlement represent more than 10% of the total workweeks in the Class Period, Defendant may, but is not obligated to, withdraw from the Settlement. The Parties agree that if Defendant withdraws, the Settlement shall be void ab initio, having no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement administration expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than ten (10) business days after the Settlement Administrator provides counsel for Defendant with the Exclusion Report.

15. **No Admission of Liability**. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. In particular, but without limiting the generality of the foregoing, nothing about this Settlement Agreement shall be offered or construed as an admission of liability, wrongdoing, impropriety, responsibility, or fault whatsoever on the part of Defendant and/or the Released Parties, and it shall not be construed as or deemed to be evidence of, or an admission or concession that the Settlement Class or any Settlement Class Member has suffered any damage. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement.

The Parties understand and agree that this Settlement Agreement is the result of a good faith compromise of disputed claims, and no part of this Settlement Agreement, or any conduct or written or oral statements made in connection with this Settlement Agreement, whether or not the settlement is finally approved and/or consummated, or the negotiations leading to the Settlement Agreement, or any document filed or exchanged in support thereof, including any prior Memoranda of Understanding, should be construed as an admission or concession of any kind by Defendant or of any of the Released Parties. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

16. **Legal Developments**. The Parties agree that Plaintiffs will submit to the Court motions for preliminary and final approval of this Settlement containing all of the terms and conditions contained herein notwithstanding any new legal developments regarding the Released Claims.

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

18. **Attorneys' Fees**. In the event of any dispute over whether a party to this Settlement Agreement has materially breached it, the prevailing party in that dispute shall be entitled to recover her/its reasonable attorneys' fees and costs incurred as a result of litigating that dispute. All Parties agree that the forum for such disputes shall be the Court in which this Action is pending. This provision only applies to the Parties identified in this Settlement Agreement and does not apply to the unidentified Settlement Class Members or PAGA Employees.

19. **Notices**. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendants:	Marlene S. Muraco of Littler Mendelson, P.C., 50 W. San Fernando, 7th Floor, San Jose, California 95113.2431; mmuraco@littler.com
if to Plaintiffs:	Scott M. Lidman, Milan Moore and Tiara Gose-Hardy of Lidman Law, APC, 2155 Campus Drive, Suite 150, El Segundo, California 90245; slidman@lidmanlaw.com, mmoore@lidmanlaw.com, and tgose@lidmanlaw.com
	Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com
	Barbara DuVan-Clarke of Blackstone Law, APC, 8383 Wilshire Boulevard, Suite 745, Beverly Hills, California 90211; bdc@blackstonepc.com

20. **Cooperation and Attorney Authorization**. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed. The Parties further agree that they authorize their attorneys to execute any subsequent amendments to this Agreement as may be required by the Court to secure preliminary or final approval of the same; *provided* that any material change to this Agreement shall be signed by the Parties themselves.

21. **Entire Agreement**. This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

22. **Counterparts**. This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

DATED: March 16, 2026

DEFENDANT FUJIFILM IRVINE SCIENTIFIC, INC.

By: [signature]

Yutaka Yamaguchi

Its: Chairman & CEO

DATED:

PLAINTIFF CONCEPCION PORTILLO

By:________________________________

Plaintiff and Settlement Class Representative

DATED:

PLAINTIFF YASMINE VILLA

By:________________________________

Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: March 17, 2026

LITTLER MENDELSON, P.C.

By: Marlene Muraco

Marlene S. Muraco

22. **Counterparts**. This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

DATED:

DEFENDANT FUJIFILM IRVINE SCIENTIFIC, INC.

By:__________________________________

Its: __________________________________

DATED:

PLAINTIFF CONCEPCION PORTILLO

By:__________________________________
Plaintiff and Settlement Class Representative

DATED: 03/13/2026

PLAINTIFF YASMINE VILLA

By: Yasmine Villa
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED:

LITTLER MENDELSON, P.C.

By:__________________________________
Marlene S. Muraco

22. **Counterparts**. This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

DATED:

DEFENDANT FUJIFILM IRVINE SCIENTIFIC, INC.

By:__________________________________

Its: __________________________________

DATED: Mar 10, 2026

PLAINTIFF CONCEPCION PORTILLO

By: CPortillo Concepcion Portillo (Mar 10, 2026 15:17:26 PDT)
Plaintiff and Settlement Class Representative

DATED:

PLAINTIFF YASMINE VILLA

By:__________________________________
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED:

LITTLER MENDELSON, P.C.

By:__________________________________
Marlene S. Muraco

Attorneys for Defendant

DATED: March 10, 2026

HAINES LAW GROUP, APC

By:______________________________

Paul K. Haines
Attorneys for Plaintiff Concepcion Portillo

DATED: March 10, 2026

LIDMAN LAW, APC

By:______________________________

Scott M. Lidman
Attorneys for Plaintiff Concepcion Portillo

DATED:

BLACKSTONE LAW, APC

By:______________________________

Barbara DuVan-Clarke
Attorneys for Plaintiff Yasmine Villa

Attorneys for Defendant

DATED: HAINES LAW GROUP, APC

By:______________________________
Paul K. Haines
Attorneys for Plaintiff Concepcion Portillo

DATED: LIDMAN LAW, APC

By:______________________________
Scott M. Lidman
Attorneys for Plaintiff Concepcion Portillo

DATED: March 13, 2026 BLACKSTONE LAW, APC

By: /s/ Barbara DuVan-Clarke
Barbara DuVan-Clarke
Attorneys for Plaintiff Yasmine Villa

EXHIBIT A

EXHIBIT A

LIDMAN LAW
2155 Campus Drive, Suite 150, El Segundo, CA 90245
Office: (424) 322-4772
Fax: (424) 322-4775

August 6, 2024

VIA LWDA WEBSITE
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED
Fujifilm Irvine Scientific, Inc., a California corporation
c/o Becky Degeorge, Registered Agent
CSC - Lawyers Incorporating Service
2710 Gateway oaks Drive
Sacramento, CA 95833

Re: *Concepcion Portillo v. Fujifilm Irvine Scientific, Inc., a California corporation*

To Whom It May Concern:

Please be advised that this law firm represents Concepcion Portillo in claims arising from her employment with Fujifilm Irvine Scientific, Inc., a California corporation ("Defendant"). Ms. Portillo is an "aggrieved employee" as defined by Labor Code sections 2699, *et seq*. due to Defendant's numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, an "aggrieved employee" should be considered to include all current and former hourly-paid employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement and/or other date approved by the Court.

Ms. Portillo, a former non-exempt employee, was employed by Defendant from approximately the year 2022 through on or about January 17, 2024. During her employment with Defendants, Ms. Portillo held the job title of Filling Technician in which her duties included, without limitation, filling containers.

During her employment with Defendant, Ms. Portillo was generally scheduled to work Monday through Friday from 5:00 a.m. to 1:30 p.m. Defendant required Ms. Portillo to clock in and out by logging in with her fingerprint to a timekeeping system that kept track and record of her time worked. Ms. Portillo often worked 8-10 hour shifts.

Throughout Ms. Portillo's employment with Defendant, she and other hourly, non-exempt employees were not provided all legally required meal periods due to Defendant's meal period policies and practices. Due to the work demands imposed by Defendant, Ms. Portillo and other hourly, non-exempt employees were often provided with a meal period that was late, interrupted, short, and/or otherwise unlawful. Specifically, Defendant had a policy of requiring Ms. Portillo and their other hourly, non-exempt employees to be at their workstations ready to recommence work 30 minutes after going to lunch. Therefore, Defendant provided short or otherwise unlawful meal periods to Ms. Portillo and their hourly, non-exempt employees because they would be required to cut their 30 minutes short in order to be back at their workstations ready to commence work. Therefore, Defendant failed to provide Ms. Portillo and other hourly, non-exempt employees with meal periods that were at least a net thirty (30) minutes in duration, resulting in short meal periods. Defendant's policies and practices resulted in the failure by Defendant to provide lawful meal periods.

Further, Defendant's meal period policies and practices failed to provide Ms. Portillo and the other hourly, non-exempt employees a second meal period for shifts over 10.0 hours. As a result, when Ms. Portillo and other hourly, non-exempt employees worked in excess of 10.0 hours, they were not provided with a second 30-minute meal period in violation of California law.

Although Ms. Portillo and other hourly, non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Ms. Portillo and other hourly, non-exempt employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

In addition, throughout her employment with Defendant, Ms. Portillo and other hourly, non-exempt employees were not authorized and permitted to take legally required rest periods due to Defendant's unlawful rest period policies and practices. Defendant's rest period policies and practices fail to authorize and permit paid rest periods for every four hours worked, *or major fraction thereof*. Specifically, Defendant required employees to be back at their workstations and ready to recommence work within 10 minutes of initiating their break. As such, Defendant had a policy and/or practice of requiring Ms. Portillo and their other non-exempt employees to return from their rest periods before the full 10 minutes had elapsed and be at their workstations ready to recommence work. As a result, Ms. Portillo and other non-exempt employees were not authorized and permitted to take rest breaks of at least net ten minutes in violation of California law.

On those occasions when Ms. Portillo and other hourly, non-exempt employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendant failed to compensate Ms. Portillo and the other hourly, non-exempt employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

Defendant also failed to reimburse Ms. Portillo and other hourly, non-exempt employees for necessary business expenses incurred during the relevant time period. Specifically, Defendant required Ms. Portillo and other hourly, non-exempt employees to use their personal cellular phone for business purposes. Accordingly, despite Ms. Portillo and the other non-exempt employees being required to use their personal cellular phones, Defendant did not reimburse them for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law.

As a result of Defendant's failure to pay all meal period premium wages and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Portillo.

As a further result of Defendant's failure to pay all meal and rest period premium wages, Defendant failed to provide pay Ms. Portillo and other hourly, non-exempt employees all wages owed upon their separation of employment with Defendants.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 ("Wage Order 1"):

<u>Meal Period Violations</u>

As alleged above, Defendant failed to provide Ms. Portillo and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. Specifically, Defendant had a policy of requiring Ms. Portillo and their other non-exempt employees to be at their workstations ready to recommence work 30 minutes after going to lunch. Therefore, Defendant provided short or otherwise unlawful meal periods to Ms. Portillo and their non-exempt employees because they would be required to cut their 30 minutes short in order to be back at their workstations ready to commence work. As a result, their meal periods were often late, short, interrupted, and/or otherwise unlawful. Further, they were not provided a second meal period when they worked shifts in excess 10.0 hours. As a result, Ms. Portillo and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). Although Ms. Portillo and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Ms. Portillo and other Aggrieved Employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

<u>Rest Period Violations</u>

Defendant also failed to authorize and permit Ms. Portillo and other Aggrieved Employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As alleged above, Defendant's rest period policies/practices fail to authorize and permit all rest periods for every four hours worked, or *major fraction thereof*. Specifically, Defendant required Ms. Portillo and other hourly, non-exempt employees to be back at their workstations and ready to recommence work within 10 minutes of initiating their break. As a result, Ms. Portillo and other Aggrieved Employees were not authorized and permitted to take rest periods of at least net 10 minutes. As such, Ms. Portillo and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Failure to Reimburse Necessary Expenditures

As described above, Defendant required Ms. Portillo and Aggrieved Employees to use their personal cellular phone to discharge their duties. Accordingly, despite the non-exempt employees being required to use their personal cellular phone, Defendant did not reimburse Ms. Portillo or other non-exempt employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law. Defendant's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 1, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.") Ms. Portillo and other Aggrieved Employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay Ms. Portillo and other Aggrieved Employees all of their final wages at the time of separation, which included, among other things, meal and rest period premium wages. Pursuant to Labor Code § 203, Defendant's failure to pay all final wages due to Ms. Portillo and other Aggrieved Employees was willful and, consequently, entitles Ms. Portillo and other similarly Aggrieved Employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendant failed to pay their final wages after their separation, up to a maximum of thirty days.

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Ms. Portillo and other Aggrieved Employees with accurate and complete, itemized wage statements that included, among other requirements, meal and rest period premiums, in violation of Labor Code § 226 *et seq*. Defendant's failure to furnish Ms. Portillo and other Aggrieved Employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

As an "aggrieved employee," Ms. Portillo will initiate a civil action on behalf of herself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Portillo's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

a) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Ms. Portillo and other aggrieved employees;

b) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Ms. Portillo and other aggrieved employees;

c) Defendant violated Labor Code § 226 by failing to furnish Ms. Portillo and other aggrieved employees with accurate and compliant itemized wage statements;

d) Defendant violated Labor Code §2802 by failing to reimburse Ms. Portillo and other aggrieved employees for all necessary business expenditures incurred in the discharge of their duties;

e) Defendant violated Labor Code §§ 201-203 by failing to pay Ms. Portillo and other aggrieved employees all earned wages at the end of employment; and

f) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Ms. Portillo and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,

LIDMAN LAW, APC

Scott M. Lidman

EXHIBIT B

EXHIBIT B

BLACKSTONE
LAW

8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Phone: (310) 622-4278
Fax: (855) 786-6356

Megan E. Ross, Esq.
mross@blackstonepc.com

October 23, 2024

<u>PAGA Claim Notice Via Online Electronic Submission</u>
California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814
https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

RE: ***Yasmine Villa v. Fujifilm Irvine Scientific, Inc.***

To Whom It May Concern:

This office represents Yasmine Villa ("Claimant") with respect to their claims under the California Labor Code against Fujifilm Irvine Scientific, Inc. (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as "Employers"). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Yasmine Villa from approximately April 2023 to October 2023 as a non-exempt, hourly-paid employee. Yasmin Villa worked as a Liquid Technician for Employers and was based out of Employers' facility located at 2601 Daimler St Santa Ana, CA 92705.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq*. ("PAGA"). Claimant is seeking penalties on behalf of themself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period who suffered the violations alleged ("Aggrieved Employees"). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant's notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California's wage and hour laws during Claimant's employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order"). Employers' conduct giving rise to the violations detailed below was malicious, fraudulent, and/or oppressive within the meaning of PAGA.

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The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders;

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penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; injunctive relief; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5^{th}) hour of work, and/or to take their second meal periods after their tenth (10^{th}) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance

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with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; injunctive relief; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to

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receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; injunctive relief; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers willfully and intentionally failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia,* overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; injunctive relief; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

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As a result of the practices described above, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Employers' failure to provide accurate itemized wage statements was knowing and intentional. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; injunctive relief; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; injunctive relief; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers.

Accordingly, Employers violated the applicable IWC Order and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; injunctive relief; and attorneys' fees and costs.

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8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. CONCLUSION

Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the

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State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Megan E. Ross
Megan E. Ross, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Fujifilm Irvine Scientific, Inc.
200 Summit Lake Drive
Valhalla, NY 10595

Fujifilm Irvine Scientific, Inc.
1830 E Warner Ave.
Santa Ana, CA 92705

Fujifilm Irvine Scientific, Inc.
Attn: CSC- Lawyers Incorporating Service, Agent for Service
2710 Gateway Oaks Drive Suite 150N
Sacramento, CA 95833

EXHIBIT C

EXHIBIT C

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

CONCEPCION PORTILLO AND YASMINE VILLA. V. FUJIFILM IRVINE SCIENTIFIC, INC.

Orange County Superior Court, Case No. 30-2024-01416987-CU-OE-CXC; Case No. 30-2024-01447990-CU-OE-CXC, and Case No. 30-2024-01449400-CU-OE-CXC

The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

If you worked for Fujifilm Irvine Scientific, Inc. in California as a non-exempt, hourly employee at any time between August 6, 2020 through [insert date of preliminary approval], then you may get money from a class action and PAGA settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is ________________**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. The proposed Settlement requires that Defendant pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement **Written Objections Must be Submitted by ________________**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the ________________ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ________________. You don't have to attend but you do have the right to appear in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by** ____________	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period, and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the second page of this Notice. If you disagree with either of these numbers, or disagree with the amount of any prior payment received (if applicable) you must challenge it by ____________. See Section **4** of this Notice.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Fujifilm Irvine Scientific, Inc. ("Defendant"), for alleged wage and hour and fair credit reporting violations. The Action was filed by individuals who worked for Defendant as non-exempt, hourly employees, Concepcion Portillo and Yasmine Villa ("Plaintiffs"), and asserts claims for (1) unpaid minimum wages, (2) unpaid overtime wages, (3) failure to provide meal periods, (4) failure to provide rest periods; (5) failure to timely pay wages during employment, (6) failure to issue accurate, itemized wage statements; (7) failure to pay all wages owed upon termination of employment, (8) failure to reimburse necessary business expenses, (9) restitution under California Business and Professions Code section 17200 for unfair competition based on the claims asserted above, (10) violations of the Fair Credit Reporting Act; and (11) violations of the California Investigative Consumer Reporting Agencies Act. The action was filed on behalf of a class of individuals classified as non-exempt employees ("Class Members") who were employed by the Defendant in California during the period of time starting on August 6, 2020 and ending on [insert date of preliminary approval] ("Class Period"); and also seeks (2) civil penalties under the California Private Attorneys General Act ("PAGA") for all individuals classified as non-exempt employees ("Aggrieved Employees") who were employed by Defendant in California during the period of time starting on August 6, 2023 and ending on [insert date of preliminary approval] ("PAGA Period").

Defendant denies all of Plaintiffs' allegations or that it violated any law.

After investigation and analysis of the claims, and given the uncertainty and cost of continued litigation, the Parties engaged in good faith, arms-length negotiations that led to the Settlement Agreement described in this Notice.

The proposed Settlement has two main parts: (1) a Class Settlement that will produce Individual Class Payments, and (2) a PAGA Settlement that will produce Individual PAGA Payments and a payment to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_______ (less tax withholding) and your Individual PAGA Payment is estimated to be $**________. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked ________ workweeks** as a California non-exempt employee during the Class Period and **you worked __ pay periods** as a California non-exempt employee during the PAGA Period. If you believe that you worked more or fewer workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. *See* Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel").

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are individuals who worked for Defendant as non-exempt, hourly employees. The Action asserts claims against Defendant of violating California labor laws and fair credit reporting law as follows: (1) unpaid minimum wages, (2) unpaid overtime wages, (3) failure to provide meal periods, (4) failure to provide rest periods; (5) failure to timely pay wages during employment, (6) failure to issue accurate, itemized wage statements; (7) failure to pay all wages owed upon termination of employment, (8) failure to reimburse necessary business expenses, (9) restitution under California Business and Professions Code section 17200 for unfair competition based on the claims asserted above, (10) violations of the Fair Credit Reporting Act; and (11) violations of the California Investigative Consumer Reporting Agencies Act by failing to pay overtime wages, failing to pay minimum wages, failing to pay sick pay wages, failing to provide meal and rest periods, failing to provide accurate wage statements, failing to pay all wages owed upon termination, and failing to reimburse all necessary business expenses. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC, Paul Haines of Haines Law Group, APC, and Barbara DuVan Clarke, Danielle GruppChang, P.J. Van Ert and Annabel F. Blanchard of Blackstone Law, APC ("Class Counsel.")

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. <u>Defendant Will Pay $1,030,000.00 as the Gross Settlement Amount (Gross Settlement)</u>. Defendant promises to pay a total of One Million Thirty Thousand Dollars and Zero Cents ($1,030,000.00). Defendant has agreed to deposit the money that is part of the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").

   The Gross Settlement Amount is estimated to be fully funded on [insert date]. Checks are estimated to be disbursed on [insert date].

2. <u>Court Approved Deductions from Gross Settlement.</u> At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

   A. Up to $343,333.33 (1/3rd of the Gross Settlement) to Class Counsel for attorneys' fees and up to $35,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   B. Up to $10,000.00 to each Plaintiff as Class Representative Service Payments for filing the Action (for a total of $20,000.00), working with Class Counsel and representing the Class. Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.

C. Up to $7,990.00 to the Administrator for services administering the Settlement.

D. Up to $75,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment ($48,750.00) and 25% in Individual PAGA Payments ($26,250.00) to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks. The calculation is explained more fully below in Section 4.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages ("Wage Portion") and 75% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

   Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the money represented by your check is sent to the State Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than __________, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline (a form is included with this Notice Packet). The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and will give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will

decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void. That is, Defendant will not pay any money and Class Members will not release any claims against Defendant that have not already been released by a prior release agreement, if applicable.

8. Administrator. The Court has appointed a neutral company, Apex (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant for wages or fair credit reporting violations based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement. The Participating Class Members will be bound by the following release:

All Participating Class Members will release and fully and forever discharge: (a) Defendant, its past and present corporate affiliates, parents, subsidiaries, divisions, related entities, divested businesses and business units; and (b) the board members, officers, employees, agents, representatives, shareholders, insurers, successors, assigns and attorneys of each of the entities identified in subparagraph (a) (collectively, the "Released Parties"), from any and all claims, rights, demands, charges, complaints, causes of action, obligations, or liability of any and every kind that were pled or reasonably could have been pled based on the factual allegations contained in the Consolidated Action which occurred during the Class Period. This includes claims for (1) Failure to Pay All Minimum Wages Owed (Labor Code §§ 1182.12, 1194, 1194.2, 1197); (2) Failure to Pay All Overtime Wages Owed (Labor Code §§ 204, 510, 558, 1194, 1198); (3) Meal Period Violations (Labor Code §§ 226.7, 512, 558); (4) Rest Period Violations (Labor Code §§ 226.7, 516, 558); (5) Failure to Timely Pay Wages During Employment (Labor Code §§ 204 and 210; (6) Failure to Issue Accurate, Itemized Wage Statements (Labor Code § 226); (7) Failure to Timely Pay All Wages Owed Upon Termination of Employment (Labor Code §§ 201-203); (8) Failure to Indemnify Necessary Business Expenses (Labor Code §§ 2800 and 2802; (9) Unfair Competition (Cal. Business & Professions Code §§ 17200, et seq.; (10) Violations of the Fair Credit Reporting Act (15 U.S.C. § 1681b(b)(2)(A); and (11) Violations of the California Investigative Consumer Reporting Agencies Act (Cal. Civil Code §§ 1786, et seq. (collectively the "Released Class Claims"). Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims that are not identified above.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against the Released Parties based on the PAGA Period facts alleged in the Consolidated Action and alleged in the letters to the LWDA dated August 6, 2024 and October 3, 2024 and resolved by this Settlement. The Aggrieved Employees' Releases are as follows:

> All Aggrieved Employees and the LWDA are deemed to release the Released Parties from all claims for PAGA penalties based on the facts stated in the Operative Consolidated Complaint and the PAGA Notices, which occurred during the PAGA Period. This includes claims for PAGA penalties based on underlying claims for (1) Failure to Pay All Minimum Wages Owed (Labor Code §§ 1182.12, 1194, 1194.2, 1197); (2) Failure to Pay All Overtime Wages Owed (Labor Code §§ 204, 510, 558, 1194, 1198); (3) Meal Period Violations (Labor Code §§ 226.7, 512, 558); (4) Rest Period Violations (Labor Code §§ 226.7, 516, 558); (5) Failure to Timely Pay Wages During Employment (Labor Code §§ 204 and 210; (6) Failure to Issue

Accurate, Itemized Wage Statements (Labor Code § 226); (7) Failure to Timely Pay All Wages Owed Upon Termination of Employment (Labor Code §§ 201-203); and (8) Failure to Indemnify Necessary Business Expenses (Labor Code §§ 2800 and 2802 (collectively the "Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments as follows: (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's workweeks.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by: (a) dividing the amount of the Aggrieved Employees' 35 percent share of PAGA Penalties ($26,250) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [insert response date] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, e-mail or fax or utilizing the form included with this Notice Packet regarding disputes. Section 9 of this Notice has the Administrator's contact information.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Aggrieved Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee even if the Aggrieved Employee opts out of the Class Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

If you wish to opt-out of the class settlement, complete the Request for Exclusion Form included with this Notice Packet. Be sure to personally sign your request, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____________, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. If you wish to object to the Settlement, you may complete the Objection Form included with this Notice Packet and/or appear at the Final Approval Hearing.

Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to

approve. At least 16 Court days before the ____________ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representative Service Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website
_____________(url)_____________ or the Court's website _______________(url)_____________.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is ____________**. You may object by completing the Objection Form included with this Notice.

Alternatively, a Participating Class Member can object by attending the Final Approval Hearing. You should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _________(date) at ________ (time) in Department CX103 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via online conference (https://www.occourts.org/civil-remote-hearings). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website ____________ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement summarizes everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to (specify entity)'s website at (url). You can also telephone or send an e-mail to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (http://www.occourts.org/online services/case-access) and entering the Case Number for the Action, Case No. 30-2024-01416987-CU-OE-CXC. You can also make an appointment to personally review court documents in the courthouse at the Civil Complex Center by calling (657) 622-6878. DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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Settlement Administrator: Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

WORKWEEK DISPUTE & CHANGE OF ADDRESS FORM

CONCEPCION PORTILLO AND YASMINE VILLA. V. FUJIFILM IRVINE SCIENTIFIC, INC.
Orange County Superior Court, Case No. 30-2024-01416987-CU-OE-CXC; Case No. 30-2024-01447990-CU-OE-CXC, and Case No. 30-2024-01449400-CU-OE-CXC

You do NOT have to mail this Allocation Form to get your Individual Settlement Payment

Please complete, sign, date and return this form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

____
(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

____
Former Names (if any)

____
New Street Address

____
City State Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment and Aggrieved Employee Payment:

According to Defendant's records:

You were employed by Defendant and worked a total of __ workweeks during the time period between August 6, 2020 and [insert date of preliminary approval].

You were employed by Defendant and worked a total of ___ pay periods during the time period between August 6, 2023 and [insert date of preliminary approval].

Based on the above, your Individual Settlement Payment is estimated to be $________ and Individual PAGA Payment is estimated to be $________.

(IV) If you disagree with items in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

____
____
____
____

If you dispute the above information from Defendant's records, Defendant's records will control unless you are able to provide documentation that establishes that Defendant's records are mistaken. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties, the Settlement Administrator and the Court as described in the "Court Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval" that accompanies this Form. The Court will render all final decisions on disputes.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>

<u>REQUEST FOR EXCLUSION FORM</u>

CONCEPCION PORTILLO AND YASMINE VILLA. V. FUJIFILM IRVINE SCIENTIFIC, INC.
Orange County Superior Court, Case No. 30-2024-01416987-CU-OE-CXC; Case No. 30-2024-01447990-CU-OE-CXC, and Case No. 30-2024-01449400-CU-OE-CXC

SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN THE CLASS ACTION SETTLEMENT

By signing and returning this form, I represent that it is my desire to exclude myself from participating in the Settlement of the Class Action entitled ***CONCEPCION PORTILLO AND YASMINE VILLA. V. FUJIFILM IRVINE SCIENTIFIC, INC. Orange County Superior Court, Case No. 30-2024-01416987-CU-OE-CXC; Case No. 30-2024-01447990-CU-OE-CXC, and Case No. 30-2024-01449400-CU-OE-CXC***, and that I received notice of the Settlement. I understand by excluding myself, I will receive an Aggrieved Employee Payment if I worked during the PAGA Period, but I will not receive any other money from the settlement reached in this matter.

<u>Please note</u>: Any person who submits this form will <u>not</u> receive an Individual Settlement Payment.

Name (Please Print):____

(First) (Middle) (Last)

Address:____

(Street)

____

(City) (State) (Zip)

Last 4 Digits of Social Security Number: __________ Telephone No.: ____________________________

Dated: ________________________ Signature: __________________________________

TO BE VALID, THIS FORM MUST BE POST-MARKED NO LATER THAN _________, 2026 AND MAILED TO THE SETTLEMENT ADMINISTRATOR AT:

Concepcion Portillo, et al. v. Fujifilm Irvine Scientific, Inc.
Administrator Name
c/o _______________
____
____

OBJECTION FORM

CONCEPCION PORTILLO AND YASMINE VILLA. V. FUJIFILM IRVINE SCIENTIFIC, INC.
Orange County Superior Court, Case No. 30-2024-01416987-CU-OE-CXC; Case No. 30-2024-01447990-CU-OE-CXC, and Case No. 30-2024-01449400-CU-OE-CXC

COMPLETE THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS ACTION SETTLEMENT

You are not required to appear in Court in order to object to the Settlement. If you would like to provide a written objection to the Class Action Settlement entitled *Concepcion Portillo, et al. v. Fujifilm Irvine Scientific, Inc.*, you must complete all steps listed in 1-5 below. If you are planning to appear in Court, please circle "yes" in Section 3 below. You may appear in Court to make an objection at the Final Approval Hearing whether or not you submit this form.

1. Provide the following information:

Your Name (Please Print):____
(First) (Middle) (Last)

Your Address:____

Last 4 Digits of your Social Security Number: __________

2. Describe the reasons for your objection to the Settlement (please attach additional documents if you need more space): ____
____
____

3. Do you intend to appear in Court at the Final Fairness Hearing, currently scheduled for [ADD DATE AND TIME].

Circle One: Yes No

You are not required to retain an attorney to object. However, if you are represented by an attorney, provide the name of your attorney and the attorney's phone number______________________________

4. Date and sign this form below:

Dated: ________________________ Signature: ____________________________________

5. COMPLETE AND MAIL THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS BELOW SO THAT IT IS POST-MARKED NO LATER THAN ________________.

Concepcion Portillo, et al. v. Fujifilm Irvine Scientific, Inc.
Administrator Name
c/o _______________
____
____