

EFS-020

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 199433 NAME: Scott M. Lidman FIRM NAME: LIDMAN LAW, APC STREET ADDRESS: 2155 Campus Drive, Suite 150 CITY: El Segundo STATE: CA ZIP CODE: 90245 TELEPHONE NO.: (424) 322-4772 FAX NO.: (424) 322-4775 E-MAIL ADDRESS: slidman@lidmanlaw.com; mmoore@lidmanlaw.com; tgose@lidmanlaw.com ATTORNEY FOR (name): Plaintiffs Concepcion Portillo and Yasmine Villa		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 751 W. Santa Ana Blvd. MAILING ADDRESS: 751 W. Santa Ana Blvd. CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Central Justice Center - Civil Complex Center		
PLAINTIFF/PETITIONER: Plaintiff Concepcion Portillo et al. DEFENDANT/RESPONDENT: Fujifilm Irvine Scientific, Inc., a California corporation OTHER:		CASE NUMBER: 30-2024-01416987-CU-OE-CXC
		JUDICIAL OFFICER: Honorable David A. Hoffer
PROPOSED ORDER (COVER SHEET)		DEPT: CX-103

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiffs Concepcion Portillo and Plaintiff Yasmine Villa
2. Title of the proposed order:
[Proposed] Order Granting Preliminary Approval of Class Action Settlement
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion for Preliminary Approval of Class Action Settlement
 - b. Date and time: August 24, 2026 at 1:30 p.m.
 - c. Place: Civil Complex Center, 751 W. Santa Ana Blvd., Santa Ana, CA 92701 in Department CX-103
4. The proposed order was served on the other parties in the case.

Scott M. Lidman

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:

Portillo v. Fujifilm Irvine Scientific, Inc.

CASE NUMBER:

30-2024-01416987-CU-OE-CXC

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action**.

a. My residence or business address is (*specify*):

b. My electronic service address is (*specify*):

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

b. To (*electronic service address of person served*):

c. On (*date*):

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

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

Date:

(TYPE OR PRINT NAME OF DECLARANT)

_____
(SIGNATURE OF DECLARANT)

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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF ORANGE**
14

15 CONCEPCION PORTILLO, as an
16 individual and on behalf of all others
similarly situated,

17 Plaintiff,

18 vs.

19 FUJIFILM IRVINE SCIENTIFIC, INC., a
20 California corporation; and DOES 1 through
100,

21 Defendants.
22

23 YASMINE VILLA, individually and on
24 behalf of other similarly situated employees,

25 Plaintiff
26

27 vs.
28

Case No.: 30-2024-01416987-CU-OE-CXC

[consolidated with Case Nos. No. 30-2024-
01447990-CU-OE-CXC and 30-2024-01449400-
CU-OE-CXC

*[Assigned for all purposes to the Hon. David A.
Hoffer, Dept. CX-103]*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: August 24, 2026

Time: 1:30 p.m.

Dept.: CX103

FUJIFILM IRVINE SCIENTIFIC, INC.; and
DOES 1 through 25, inclusive,

Defendants.

YASMINE VILLA, individually, and on
behalf PAGA Employees pursuant to
California Private Attorneys General Act,

Plaintiff,

vs.

FUJIFILM IRVINE SCIENTIFIC, INC., a
California corporation; and DOES 1 through
100,

Defendants.

1 The Motion of Plaintiff Concepcion Portillo and Plaintiff Yasmine Villa (“Plaintiffs”) for
2 Preliminary Approval of Class Action Settlement (“Motion”) came on regularly for hearing before
3 this Court on August 24, 2026 at 1:30 p.m. in Department CX103. The Court, having considered
4 the proposed Class Action and PAGA Settlement Agreement and Class Notice (“Settlement”)
5 attached as “Exhibit C” to the Declaration of Scott M. Lidman (ROA #103) filed concurrently with
6 the Motion for Preliminary Approval of Class Action Settlement; having considered Plaintiffs’
7 Motion, Memorandum of Points and Authorities in support thereof, and supporting declarations
8 filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

9 1. The Court GRANTS preliminary approval of the class action settlement as set
10 forth in the Settlement and finds its terms to be within the range of reasonableness of a settlement
11 that ultimately could be granted approval by the Court at a Final Fairness Hearing. For purposes
12 of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that
13 there is a sufficiently well-defined community of interest among the members of the Settlement
14 Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants
15 conditional certification of the following Settlement Class:

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

19 The Class Period is August 6, 2020 through the date the Court enters an
20 Order Granting Preliminary Approval of the Settlement.

21 Additionally, for the purposes of this settlement only, PAGA Employees shall be defined
22 as:

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

26 The PAGA Period is the time period between August 6, 2023 through the
27 date the Court enters an Order Granting Preliminary Approval of the
28 Settlement.

1 2. For purposes of the Settlement, the Court designates named Plaintiff Concepcion
2 Portillo and Plaintiff Yasmine Villa as Class Representatives, and Scott M. Lidman, Milan
3 Moore, and Tiara Gose-Hardy of Lidman Law, APC; Paul K. Haines of Haines Law Group,
4 APC; and Jonathan M. Genish, Barbara DuVan-Clarke, and Annabel Blanchard of Blackstone
5 Law, APC as Class Counsel.

6 3. The Court conditionally designates Apex Class Action Administration as the third-
7 party Settlement Administrator for mailing notices.

8 4. The Court preliminarily approves the following allocations from the Gross
9 Settlement Amount:

- 10 a. Attorneys' Fees in the amount of \$343,333.33;
- 11 b. Verified costs up to \$35,000.00;
- 12 c. Class Representative Service Awards in the amount of \$20,000.00
13 (\$10,000 per Plaintiff);
- 14 d. Settlement Administration costs in the amount of \$7,990.00; and
- 15 e. PAGA Civil Penalties in the amount of \$75,000.00 (65% to LWDA, 35%
16 to PAGA Employees).

17 5. The Court approves, as to form and content, the following documents to be mailed
18 to the Settlement Class in both English and Spanish:

- 19 a. Court Approved Notice of Class Action Settlement and Hearing Date for
20 Final Court Approval attached hereto as **Exhibit A**;
- 21 b. Workweek Challenge & Change of Address Form attached hereto as
22 **Exhibit B**;
- 23 c. Request for Exclusion Form attached hereto as **Exhibit C**; and
- 24 d. Objection Form attached hereto as **Exhibit D**.

25 6. The Court finds that the form of notice to the Settlement Class regarding the
26 pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class
27 members constitute the best notice practicable under the circumstances, and constitute valid, due,
28

1 and sufficient notice to all members of the Settlement Class. The form and method of giving
2 notice complies fully with the requirements of California Code of Civil Procedure section 382,
3 California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and
4 United States Constitutions, and other applicable law.

5 7. The Court further approves the procedures for Settlement Class members to opt
6 out of or object to the Settlement, as set forth in the Court Approved Notice of Class Action
7 Settlement and Hearing Date for Final Court Approval.

8 8. The procedures and requirements for filing objections in connection with the Final
9 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
10 presentation of any Settlement Class Member's objection to the Settlement, in accordance with
11 the due process rights of all Settlement Class Members.

12 9. The Court directs the Settlement Administrator to mail the Court Approved Notice
13 of Class Action Settlement and Hearing Date for Final Court Approval to all of the Class Members
14 in accordance with the terms of the Settlement.

15 10. The Class Notice shall provide at least 60 calendar days' notice (and an additional
16 14 days for any Notices remailed) for Settlement Class Members to dispute, opt out of, or object
17 to, the Settlement.

18 11. The Final Fairness Hearing on the question of whether the Settlement should be
19 finally approved as fair, reasonable, and adequate is scheduled in Department CX103 of the
20 above-entitled Court, located at 751 W. Santa Ana Boulevard, Santa Ana, CA 92701 on January
21 11, 2027 at 1:30 p.m.

22 12. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement
23 should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether
24 a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiffs'
25 application for reasonable attorneys' fees, reimbursement of litigation expenses, service awards
26 to Plaintiffs, and payment of penalties under the Labor Code Private Attorneys General Act
27 ("PAGA") should be granted.
28

13. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiffs' service awards, settlement administration costs, and payment of PAGA civil penalties prior to the Final Fairness Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

14. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to Settlement Administrator	20 calendar days after the Court enters an order granting preliminary approval
Settlement Administrator to mail Notice Packets to Class Members	10 business days after receiving Class Data from Defendant
Deadline for Class Members to request exclusion from, submit disputes, or object to the Settlement	60 calendar days after mailing of the Notice by the Settlement Administrator
Deadline for Plaintiffs to file Motion for Final Approval of Class Action Settlement (and to respond to any objections):	16 Court days before the Final Fairness Hearing (December 16, 2026)
Final Fairness Hearing:	January 11, 2027 at 1:30 p.m.

15. Pending the Final Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed. Pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court rule 3.769(h), the Court retains jurisdiction over the Parties, Action, and the Settlement solely for the purposes of enforcing the Settlement and/or Judgment, addressing settlement matters, and addressing post-judgment matters as are permitted by law.

16. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

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IT IS SO ORDERED.

Dated: _____, 2026

Honorable David A. Hoffer
Judge of the Superior Court

EXHIBIT A

EXHIBIT A

**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 [REDACTED]	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 [REDACTED]	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 [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. 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.
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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. Defendant Will Pay \$1,030,000.00 as the Gross Settlement Amount (Gross Settlement). 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. Court Approved Deductions from Gross Settlement. 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 [REDACTED], 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 [redacted], 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 [redacted] 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 [redacted].** 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 [redacted] (date) at [redacted] (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 [redacted] 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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786-6356

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.

EXHIBIT B

EXHIBIT B

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>

EXHIBIT C

EXHIBIT C

REQUEST FOR EXCLUSION 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

**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.

Please note: Any person who submits this form will not 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 [REDACTED], 2026 AND MAILED TO THE SETTLEMENT ADMINISTRATOR AT:

Concepcion Portillo, et al. v. Fujifilm Irvine Scientific, Inc.

Administrator Name

c/o

EXHIBIT D

EXHIBIT D

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 _____
