

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

Daniel v. Mars Wrigley Confectionery US, LLC.
Case No. CVRI2204632, Superior Court of California, Riverside County

If you worked as a Territory Sales Manager (“TSM”) for Mars Wrigley Confectionery US, LLC in California between April 30, 2018, and May 15, 2024, you are entitled to receive money from a proposed class action settlement.

The California Superior Court, Riverside County, authorized this Class Notice.
This is not a solicitation from a lawyer.

PLEASE READ THIS CLASS NOTICE CAREFULLY. THIS PROPOSED SETTLEMENT AFFECTS YOUR LEGAL RIGHTS.

- The settlement resolves a class, collective, and representative action lawsuit, *Daniel v. Mars Wrigley Confectionery US, LLC* (the “Lawsuit”). On behalf of TSMs who have worked for Mars Wrigley Confectionery US, LLC (“Mars”) in California, the Lawsuit alleges that Mars failed to: (1) pay overtime wages; (2) provide paid rest breaks or pay “premium pay” for missed rest breaks; (3) provide unpaid meal breaks or pay “premium pay” for missed meal breaks; (4) issue accurate and compliant wage statements; and (5) pay all wages owed at the time of termination of employment. The Lawsuit also alleges that under federal law, Mars failed to pay overtime wages to all TSMs nationwide.
- The Court has not made any determination of the validity of the claims in the Lawsuit. Mars vigorously denies those claims and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment (except your share of certain penalties called “PAGA Penalties”), and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, CPT Group, Inc., about why you object to the settlement, and they will forward your concerns to counsel who will provide them to the Court. Alternatively, you or your attorney may object during the Final Approval hearing scheduled for September 26, 2024, at 8:30 a.m., in Department 1 of the Riverside County Superior Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement.

- The Settlement Fund will be used to settle claims of all California TSMs during the relevant period (“California Class Members”), as well as claims of TSMs in other states who “opt in” to the Lawsuit. The amount of California Class Members’ individual settlements will be determined by the number of active work weeks they worked between April 30, 2018, and May 15, 2024 (“California Class Period”).

- The Court has only determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. The Court will make any final determination of those issues at the final fairness hearing, which will be held on September 26, 2024.
- The maximum total settlement amount is \$2,387,520. That amount may be reduced if fewer than all eligible non-California TSMs join the case or if some California TSMs opt out of the class settlement. The final settlement amount will be at least \$1,800,000 and up to \$2,387,520. The lawyers for the TSMs will be asking the Court to award one-third of the final settlement amount as attorneys’ fees for investigating the facts, litigating the case, and negotiating the settlement, as well as reimbursement of litigation costs not to exceed \$20,000 incurred during the case. They also will ask the Court to approve incentive payments of \$10,000 each to the two named Plaintiffs (the Class/Collective Representatives) who assisted in litigating this case for the benefit of all TSMs, and who will also be providing Mars with a general release of claims.
- Any questions? Read on or visit www.MarsWrigleySettlement.com.

BASIC INFORMATION

1. Why did I get this California Class Notice package?

Mars’s records show that you worked for Mars in California as a TSM during the California Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this Lawsuit about?

The Plaintiffs in this Lawsuit, Gerry Daniel and Bryce Monson, alleged that during the California Class Period, Mars violated California law by failing to provide California Class Members with overtime pay, rest breaks, meal breaks, accurate wage statements, and all wages owed upon discharge from employment. The Plaintiffs also alleged that Mars failed to pay all TSMs nationwide overtime pay under federal law. Mars denies each of these allegations and contends that Plaintiffs’ claims have no merit, including because Mars asserts that many or most TSMs did not work overtime. A copy of the most recent version of the Complaint may be found at www.MarsWrigleySettlement.com.

3. Why is this a class action?

In a class action, one or more people called Class Representatives make allegations on behalf of other people who they allege have similar claims. In this case, the TSMs who worked in California during the California Class Period comprise a Class and are referred to as California Class Members, except for those who decide to exclude themselves from the Class in response to this Notice. In a class action, one court resolves the issues for all class members in a single case. In this case, the TSMs who worked in other states are not California Class Members, but they are eligible to join the case as part of a “Collective Action” under a federal law that provides for overtime wages, the Fair Labor Standards Act (“FLSA”). Unlike the members of the California Class, who are automatically part of the case (unless they opt out), TSMs in other states will only become part of the Collective Action if they submit an opt-in form agreeing to become a plaintiff in the case. TSMs in other states have a claim under the FLSA in this case, not under California law.

4. Why is there a settlement?

The Parties disagree on the probable outcome of the case. Plaintiffs believe the claims against Mars are valid and could be proven if the case went to trial. Mars believes that the Plaintiffs’ claims have no merit and that Plaintiffs

would not win if the case went to trial. Mars further contends that, other than in the context of this Settlement, the case is not suitable for class treatment. The Court has not decided in favor of the Plaintiffs or the Defendant. There has been no trial in this case. Instead, both sides recognize the risks, expenses, and disruption that are associated with continued litigation, and they have therefore chosen to resolve their differences by entering into a settlement. The parties entered into this Settlement after arm's length negotiations using the services of an experienced and neutral mediator. Plaintiffs and Class Counsel believe that this Settlement is fair and reasonable and is in the best interests of all California Class Members and non-California TSMs eligible to join the case.

5. What is a class action settlement?

In a class action, the Court must approve the terms of the Settlement described below as fair and reasonable to the class. Once approved, the Settlement will affect all California Class Members except those who choose to opt out. It will also affect all non-California TSMs who "opt in" to the case. This Class Notice explains your legal rights, the terms of the Settlement, what you must do to participate or opt out, and the amount of money you may get. Please read this entire Class Notice carefully.

6. How do I know if I am a Class Member?

If you worked for Mars as a Territory Sales Manager in California between April 30, 2018, and May 15, 2024, then you are a California Class Member. TSMs who worked in other states are not California Class Members, although they will receive a separate notice informing them of their right to join this lawsuit as members of a Collective Action under federal law. Examples of the notices are available at www.MarsWrigleySettlement.com.

7. Are there exceptions to being included?

You are not a California Class Member if you were not employed by Mars as a TSM in California during the California Class Period. If you did work as a TSM for Mars in California during that period, you can choose to be excluded from this settlement by opting out of this Settlement, in which case you will not be a California Class Member.

8. I'm still not sure if I am a Class Member. What should I do?

You may contact the Settlement Administrator for further information, or you may also contact Class Counsel at the phone number provided in Section 22 of this Notice. Or you can do nothing, and if you are entitled to a payment as a California Class Member you will be paid. Be mindful, however, that if this Class Notice reaches you and the address where you now live is different, you should contact the Settlement Administrator and provide updated information so that any future correspondence or the settlement check itself reaches you and is not returned as an address unknown.

9. What does the Settlement provide?

The Parties have agreed to settle the Lawsuit for a "Maximum Gross Settlement Amount" of \$2,387,520. If some California Class Members opt out and/or fewer than all eligible non-California TSMs join the case, the amount of the "Final Gross Settlement Amount" will be reduced, but it will not be reduced below \$1,800,000. One portion of the Maximum Gross Settlement Amount is allocated to the California Class Members, and one portion is allocated to the Non-California TSMs. The allocation is based on the number of workweeks worked by each group, with the workweeks worked by California TSMs being weighted at 1.6x the value of workweeks worked by non-California TSMs. The weighting is meant to account for additional claims held under California law by California Class Members that non-California TSMs are not able to make – for example, claims for denial of rest and meal breaks and more protective overtime rules under California law. The portion of the Settlement allocated to California Class Members will not be reduced based on how many non-California TSMs do or do not decide to join the case. If some California Class Members exclude themselves from the settlement, the portion of the

Settlement allocated to California TSMs will be reduced in proportion to the workweeks worked by the California Class Members who opt out. Once the number of non-California opt-ins is known, and once the number of California opt-outs is known, the Final Gross Settlement will be known, and Mars will pay that amount. None of that payment will revert back to Mars. In addition to the Final Gross Settlement Amount, Mars will bear all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement. From the Final Gross Settlement Amount, the following shall be paid: (1) Settlement Payments to Class Members and non-California TSMs who opt in; (2) attorneys' fees not to exceed one-third of the Final Gross Settlement Amount and costs of Class Counsel not to exceed \$20,000; (3) a service payment to each Plaintiff not to exceed \$10,000; (4) all costs of third-party Settlement administration not expected to exceed \$30,000; and (5) payment of civil penalties under the Private Attorneys General Act of 2004 ("PAGA") (California Labor Code Section 2698) in the amount of \$12,500, with seventy-five percent of that penalty paid to the California Labor and Workforce Development Agency ("LWDA").

10. How will Settlement payments to Class Members be calculated?

The funds payable to Class Members will be divided pro rata based on weeks actively worked during the relevant time period, with the workweeks of Class Members (California TSMs) weighted at 1.6x the value of workweeks of non-California TSMs who opt into the case. Each Class Member who worked during the PAGA Period (October 25, 2021 through May 15, 2024), including Class Members who exclude themselves from the settlement, will also receive a share of the employees' portion of the PAGA Penalty award based on the number of pay periods he or she worked during the PAGA Period.

11. How much will I get from the Settlement?

Mars's records indicate that you actively worked for <<CATSM_workweeks>> workweeks as a TSM in California during the California Class Period during the following date ranges: April 30, 2018, through May 15, 2024. Based on these records, your estimated settlement payment would be <<\$estAmount>>.

Mars's records indicate that you actively worked for <<PAGA_Workweeks>> workweeks as a TSM in California during the PAGA Period. Based on these records, your estimated share of PAGA penalties would be <<\$PAGA_Amount>>.

Class Members who do not opt out will be paid their share of the Net Settlement Amount. Forty percent of each Settlement Payment (excluding PAGA Penalties) will be designated as alleged unpaid wages, for which an IRS Form W-2 shall be issued, and sixty percent of each Settlement Payment (excluding PAGA Penalties) will be designated as interest and penalties for which an IRS Form 1099 shall be issued as may be required. Class Members will also be paid their share of the PAGA penalties (if any), for which an IRS Form 1099 shall be issued as may be required.

If you believe that you worked a different number of workweeks during the relevant time period than indicated by the numbers above, you may dispute your Settlement payment calculation by timely providing written documentation to the Settlement Administrator supporting your position by email or mail (postmarked) on or before August 19, 2024. Your dispute must contain: your full name, address, signature, and last four digits of your Social Security number, as well as facts supporting your dispute, along with any supporting materials confirming that the workweeks attributed to you are incorrect. The Settlement Administrator's address and email address are in Section 23, below. If you do not dispute your calculation and do not opt out of the Settlement, you will receive a Settlement Payment based on the above work-weeks and will be bound by the Settlement. The Settlement Administrator's determination of disputes will be final and non-appealable. **If you are a Class Member, you do not need to take any action to receive the settlement payment calculated as set forth above.**

12. When would I get my payment?

As set forth in Section 18, below, the Court will hold a hearing on September 26, 2024, to decide whether to approve the Settlement. If the Court approves the settlement, after that there may be appeals if anyone has filed a timely objection. It is always uncertain how and when objections and appeals will be resolved. To check on the progress of the Settlement, you may call the Settlement Administrator at 1-888-272-0159, or contact Class Counsel (*see* Section 22, below, for contact info). *Please be patient.*

13. What claims am I releasing if I participate in the Settlement?

California Class Members who participate in the Settlement will release Mars; Mars, Inc.; Mars Global Services Inc.; and their officers, directors, employees, and agents (“Released Parties”) from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney’s fees, damages, actions or causes of action which are alleged, or could have been alleged (in other words, claims asserted or unasserted, and known or unknown) based on the facts asserted in the operative complaint filed in this action, and arising during the Release Period (defined below), including without limitation claims under California Labor Code sections 201-204, 210, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1 1198, 1199, 2698-2699.5, Cal. Business & Professions Code section 17200, Cal. Civil Code sections 3287-3288, and Cal. Code of Civil Procedure section 1021.5, as well as claims under any state or federal law for (a) failure to pay overtime; (b) failure to pay minimum or straight wages; (c) failure to timely pay wages during employment; (d) failure to pay final wages on termination; (e) failure to provide accurate itemized wage statements; (f) failure to provide compliant meal and rest periods; (g) failure to pay meal and rest period premiums; (h) failure to reimburse for business-related expenses; (i) failure to maintain required records; (j) failure to provide wage notices; and penalties (including civil and statutory penalties, liquidated damages, and punitive damages), interest, attorneys’ fees, litigation costs, restitution, equitable relief, and additional damages which allegedly arise from the claims described in (a) through (j) above under any applicable law. This release applies to claims arising at any time from April 30, 2018 through August 19, 2024. The release shall exclude claims for vested benefits, wrongful termination, unemployment insurance, disability, workers’ compensation, and claims outside of the Release Period. The checks issued to CA Settlement Class Members shall state that by negotiating the check, the recipient is opting into the case for purposes of the FLSA and releasing all claims against the Released Parties under the FLSA based on the facts in the operative complaint. If you do not cash the check, you will not release your claims under the FLSA.

14. Do I have a lawyer in this case?

The Court has appointed The Jhaveri-Weeks Firm, P.C. (“Class Counsel”) to represent you and all the other Class Members in this action. Class Counsel will be compensated from the Final Gross Settlement Amount as discussed in this Class Notice. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of one-third of the Final Gross Settlement Amount to them for attorneys’ fees. Because the Final Gross Settlement Amount will be between \$2,387,520 and \$1,800,000, Class Counsel will be requesting attorneys’ fees between \$795,840 and \$600,000. Class Counsel will also ask the Court to approve reimbursement of litigation costs in an amount not to exceed \$20,000. The fees will pay Class Counsel for investigating the facts, litigating the case, and negotiating and finalizing the Settlement. Mars has agreed not to oppose Class Counsel’s application for these fees and costs. The Court may choose to award less than the amount requested by Class Counsel. All other payments to the Representative Plaintiffs and to the Settlement Administrator also come from the balance of the Final Gross Settlement Amount and must be approved by the Court.

16. How can I opt out of this Settlement?

You can opt out of this Settlement and retain your rights instead of receiving a payment under this Settlement (except you will still receive your share of PAGA penalties). To do so, you must prepare and submit in writing a signed and dated statement that you want to be excluded from the Settlement. You may use the “opt-out” form at the end of this notice. You must include: your name, address, and last four digits of your social security number; the name of the case and the case number; and a clear statement that you seek to be excluded from the Settlement. Your written statement must be emailed or postmarked to the Settlement Administrator no later than August 19, 2024, or it will not be considered, and you will remain a Class Member, and be bound by the Settlement. The Settlement Administrator’s address and email address are in Section 23.

17. How do I tell the Court that I do not agree with the Settlement?

If you do not opt out, you can object to the settlement if you do not agree with it. You should give reasons why you think the Court should not approve the settlement, and the Court will consider your views. To object, and to have the Court hear your views, you should either a) complete the “objection form” at the end of this notice or send a letter or email saying that you object to the settlement and give your reasons; or b) appear at the Final Fairness Hearing either in person or through your attorney and state your objection at that time.

If you choose to object, be sure to include your name, address and last four digits of your social security number, case name and number, and provide both the legal and the factual reasons you object to the settlement. Your objection is to be emailed or mailed (postmarked) to the Settlement Administrator no later than August 19, 2024. The Settlement Administrator’s address and email address are listed in Section 23, below.

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a final Fairness Hearing on September 26, 2024, at 8:30 a.m., in Department 1 of the Riverside County Superior Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections and they have been properly submitted, the Judge will consider them. The Judge will listen to people who attend the hearing and who do not opt out. The Court will also decide how much to award Class Counsel for their attorneys’ fees and litigation costs. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long this decision will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Judge may have. But you are welcome to attend. If you sent an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not required.

20. May I speak at the hearing?

If you wish to speak at the Final Approval Hearing, you may appear at the scheduled Final Approval Hearing. You cannot speak at the hearing if you have excluded yourself from the Settlement. To learn how to appear at the hearing, you may contact Class Counsel or the Settlement Administrator (*see* Sections 22 and 23 below), or you may visit the Court’s online docket for this case to view any instructions by the Court for appearing at the hearing (*see* Section 22 for how to access the online docket).

21. What happens if I do nothing at all?

You will be a member of the Class, you will receive a settlement payment calculated as explained in Section 11, above, and you will be bound by the release set forth in Section 13, above. Once the Settlement is finally approved

by the Court, and the necessary deadlines have passed, you will be mailed your settlement check. Upon cashing the check, you will release your federal overtime claim as well.

22. Are there more details about the Settlement?

This Class Notice summarizes the proposed settlement. You may contact the Settlement Administrator or Class Counsel for more information. The pleadings and other records in this litigation, including the Settlement Agreement, may be obtained on the Settlement website at www.MarsWrigleySettlement.com. The records in this litigation may be examined online on the Court's website at <https://epublic-access.riverside.courts.ca.gov/public-portal/>. After arriving at the website, choose "case number search," create a free account, and enter the case number (CVRI2204632). Images of every document filed in the case may be purchased. The Settlement Agreement is attached to the Declaration of William Jhaveri-Weeks in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, filed on April 19, 2024. Files are also available at the Court, located at 4050 Main Street, Riverside, CA 92501. Class Counsel may be reached at:

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PLEASE DO NOT CONTACT THE COURT OR MARS WITH INQUIRIES.

23. Settlement Administrator

The Settlement Administrator's email address is MarsWrigleySettlement@cptgroup.com. Its mailing address is *Daniel v. Mars Wrigley Confectionery US, LLC* c/o CPT Group, Inc. 50 Corporate Park, Irvine, CA 92606.