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MARS WRIGLEY CONFECTIONERY US, LLC

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 COUNTY OF RIVERSIDE

19 GERRY DANIEL and BRYCE MONSON,
20 individually and on behalf of all others similarly
situated,

21 Plaintiff,

22 vs.

23 MARS WRIGLEY CONFECTIONERY US,
24 LLC, a Delaware Limited Liability Company,

25 Defendant.

CASE NO. CVRI2204632

**CLASS, COLLECTIVE, AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

1 This Class, Collective, and Representative Action Settlement Agreement (“Settlement
2 Agreement”) is made and entered into between, on the one hand, Plaintiffs Gerry Daniel and Bryce
3 Monson (“Plaintiffs” or “Class Representatives”), individually and on behalf of the CA Class and Non-
4 CA Putative Collective (as defined below), by and through The Jhaveri-Weeks Firm, P.C. (“Class
5 Counsel”), and, on the other hand, Defendant Mars Wrigley Confectionery US, LLC (“Defendant” or
6 “Mars”) subject to the approval of the Court, as provided below. This Settlement Agreement is
7 intended by Plaintiffs and Defendant to fully, finally, and forever resolve, discharge, and settle the
8 Action (as defined below) and Released Claims (as defined below), upon and subject to the terms and
9 conditions hereof, as follows:

10 **1. Definitions.**

11 As used herein, for the purposes of this Settlement Agreement only, the following terms will be
12 defined as set forth below:

13 1.1 “Action” refers to the civil action entitled: *Daniel v. Mars Wrigley Confectionery US, LLC* (CVRI 2204632), in the Superior Court of California, Riverside County.

14 1.2 “CA Class” or “CA Class Member(s)” refers to all persons who were employed by
15 Defendant in California as a Territory Sales Manager (“TSM”) during the Class Period.

16 1.3 “CA Class Allocation” is equal to the Maximum Gross Settlement Amount (defined
17 below) multiplied by the fraction in which the numerator is (the number of workweeks worked by CA
18 Class Members x 1.6) and the denominator is ((the number of workweeks worked by CA Class
19 Members x 1.6) + (the number of workweeks worked by Non-CA Putative Collective Members
20 (defined below))). The CA Class Allocation will be determined by the Settlement Administrator upon
21 receipt of the Class Data List from Mars.

22 1.4 “CA Class Notice” refers to the form of direct-mail and email notice substantially in the
23 form attached as “Exhibit A,” as may be modified by the Court.

24 1.5 “CA Settlement Class Members” refers to members of the CA class who do not submit
25 a valid Request for Exclusion.

26 1.6 “Class Period” means (a) with respect to a Non-CA Putative Collective Member, from
27 February 10, 2020 through the earlier of July 31, 2024 or the Preliminary Approval Date, and (b) with
28

1 respect to a CA Class Member, any time from April 30, 2018 through the earlier of July 31, 2024 or
2 the Preliminary Approval Date.

3 1.7 “Class Counsel” refers to The Jhaveri-Weeks Firm, P.C.

4 1.8 “Complaint” refers to the operative Second Amended Complaint in this Action.

5 1.9 “Court” refers to the Superior Court of California for Riverside County.

6 1.10 “Final Approval Hearing” refers to the hearing at which the Court will make a final
7 determination whether the terms of the Settlement are fair, reasonable, and adequate for the CA
8 Settlement Class Members and Non-CA Settlement Collective Members and meet all applicable
9 requirements for approval.

10 1.11 “Final Approval Order and Judgment” refers to the final order by the Court approving
11 the Settlement following the Final Approval Hearing and entering final judgment.

12 1.12 “Final Gross Settlement Amount” or “Final GSA” refers to the actual gross settlement
13 payment Mars shall make into a Qualified Settlement Fund under this Settlement Agreement if Final
14 Approval of the settlement is granted. Subject to potential revision under the Escalator Clause, the
15 largest possible amount for the Final GSA is Two Million Three Hundred and Eighty-Seven Thousand
16 and Five Hundred and Twenty Dollars (\$2,387,520.00) (“Maximum GSA”), which is the amount that
17 Mars will pay if all Non-CA Putative Collective Members submit valid Non-CA Opt-In Forms and no
18 CA Class Members opt out. *However*, the Final GSA shall be a minimum of \$1,800,000 regardless of
19 how many Non-CA Putative Collective Members decline to opt in or how many CA Class Members
20 opt out – in other words, if the number of workweeks attributable to Non-CA Putative Collective
21 Members who decline to opt in is large enough that the Final GSA would amount to less than
22 \$1,800,000, the Final GSA will be \$1,800,000. The Final GSA will include Class Counsel’s attorneys’
23 fees, Class Counsel’s litigation costs, Service Awards, Settlement Administration Costs, the PAGA
24 Penalties payment to the California Labor & Workforce Development Agency (“LWDA”), and the Net
25 Settlement Amount from which payments to the Settlement Class will be made.

26 1.13 “Effective Date” is the later of these dates: (a) if there are no objections submitted, entry
27 by the Court of a final approval order and judgment finally certifying the Settlement Class and
28 approving the settlement, or (b) if there are objections to the settlement, thirty-five (35) calendar days
after the Court enters a final approval order and judgment approving the settlement, or (c) if any

1 appeal, writ, or other appellate proceeding opposing the Court’s final approval order approving the
2 settlement has been filed, five (5) business days after any appeal, writ, or other appellate proceedings
3 opposing the settlement have been finally and conclusively dismissed with no right to pursue further
4 remedies or relief.

5 1.14 “Escalator Clause” has the meaning given in Section 20.

6 1.15 [Intentionally left blank]

7 1.16 “Maximum Gross Settlement Amount” has the meaning in Section 1.12.

8 1.17 “Net Settlement Amount” (also referred to herein as “NSA”) is the Final GSA minus
9 Court-approved attorneys’ fees and litigation costs, Settlement Administration Costs, Service Awards,
10 and the LWDA’s share of the amount of the Final GSA allocated to PAGA Penalties. The NSA (plus
11 Service Awards) is the maximum amount that will be available for distribution to Settlement Class
12 Members.

13 1.18 “Non-CA Collective Notice” refers to the form of direct-mail and email notice
14 substantially in the form attached as “Exhibit B,” as may be modified by the Court.

15 1.19 “Non-CA Opt-In Form” refers to the form included in Exhibit B that must be timely
16 submitted by a Non-CA Putative Collective Member to participate in the Settlement. A Non-CA Opt-
17 In Form must be submitted in writing in conformity with the requirements set forth in the Non-CA
18 Collective Notice, as well as the Court’s order granting preliminary approval, and post-marked or
19 submitted electronically to the Administrator on or before the Response Deadline.

20 1.20 “Non-CA Putative Collective” or “Non-CA Putative Collective Members” refers to all
21 persons who were employed by Defendant in any state other than California as a TSM during the Class
22 Period.

23 1.21 “Non-CA Putative Collective Allocation” is equal to the Maximum GSA multiplied by
24 the fraction in which the numerator is (the number of workweeks worked by Non-CA Putative
25 Collective Members) and the denominator is ((the number of workweeks worked by CA Class
26 Members x 1.6) + (the number of workweeks worked by Non-CA Putative Collective Members)). The
27 Non-CA Putative Class Allocation will be determined by the Settlement Administrator upon receipt of
28 the Class Data List from Mars.

1 1.22 “Non-CA Settlement Collective Member” refers to all Non-CA Putative Collective
2 Members who submit a valid Non-CA Opt-in Form.

3 1.23 “PAGA Penalties” refers to the Twelve Thousand Five Hundred Dollars (\$12,500.00)
4 allocated to Plaintiffs’ PAGA claims which shall be paid out of the Final GSA as follows: 75% of the
5 PAGA Penalties shall be paid to the LWDA as its share of the of civil penalties for PAGA claims; and
6 25% shall be paid to CA Class Members who worked during the PAGA Period as their share of the
7 settlement of civil penalties for PAGA claims, regardless of whether they opt out of the class
8 settlement.

9 1.24 “PAGA Period” means the period from October 25, 2021 through the earlier of July 31,
10 2024 or the Court’s order granting preliminary approval.

11 1.25 “Parties” are Plaintiffs and Defendant.

12 1.26 “Release Period” means, for CA Settlement Class Members, from the beginning of the
13 Class Period through the Response Deadline, and for Non-CA Settlement Collective Members, from
14 the beginning of the Class Period through the date the Non-CA Settlement Collective Member signs
15 the Non-CA Opt-In Form.

16 1.27 “Released Claims” are those claims defined in Section 17.

17 1.28 “Released Parties” include Defendant, Mars, Inc., and Mars Global Services Inc.
18 (including each of their successors and predecessors) and their officers, directors, employees, and
19 agents.

20 1.29 “Request for Exclusion” refers to a request to be excluded from the Settlement, which
21 must be made in writing in conformity with the requirements set forth in the Class Notice, as well as
22 the Court’s order granting preliminary approval, and mailed to the Administrator and postmarked on or
23 before the Response Deadline. Exclusion may be requested from the settlement of CA Class claims;
24 the CA Class may not exclude themselves from the settlement of PAGA claims.

25 1.30 “Response Deadline” is sixty (60) calendar days after the date that the CA Class Notice
26 is mailed and emailed to CA Class Members and the Non-CA Collective Notice is mailed and emailed
27 to Non-CA Putative Collective Members, and is the deadline by which Requests for Exclusion or
28 objections by CA Class Members, Non-CA Opt-In Forms, and disputes regarding Settlement Payment

1 calculations must be emailed or post-marked to be timely (however, as noted below, CA Class
2 Members may elect to object orally at the Final Approval Hearing, which would also be timely).

3 1.31 “Service Award” refers to a monetary award to each of the two Plaintiffs, in an amount
4 not to exceed Ten Thousand Dollars (\$10,000.00) per Plaintiff, or other amount as approved by the
5 Court, to be paid for from the Gross Settlement Amount, subject to approval by the Court as described
6 below.

7 1.32 “Settlement Administrator” refers to a third-party settlement administrator to be agreed
8 upon by the Parties after seeking three bids, subject to approval by the Court, to perform the notice,
9 claims administration, tax reporting, and distribution functions further described in this Settlement
10 Agreement.

11 1.33 “Settlement Administration Costs” refers to the cost of paying the Settlement
12 Administrator. This cost will be paid out of the GSA, in an amount not to exceed Thirty Thousand
13 Dollars (\$30,000).

14 1.34 “Settlement Class” or “Settlement Class Member” refers collectively to CA Settlement
15 Class Members and Non-CA Settlement Collective Members.

16 1.35 “Settlement Payment” refers to the amount paid to each Settlement Class Member.

17 1.36 “TSM” means Territory Sales Manager.

18 **2. Procedural History and Recitals.**

19 2.1 On October 25, 2022, Plaintiff Daniel filed this lawsuit in Riverside County Superior
20 Court alleging Defendant’s (1) failure to pay overtime wages in violation of California Labor Code
21 §§ 510, 1194 & IWC Wage Order No. 7-2001; (2) failure to authorize and permit paid rest breaks, and
22 pay missed break premium pay, under California Labor Code § 226.7 & IWC Wage Order No. 7-2001;
23 (3) failure to provide off-duty meal breaks, and pay missed break premium pay under California Labor
24 Code §§ 226.7, 512 & IWC Wage Order No. 7-2001; (4) failure to issue accurate itemized wage
25 statements in violation of California Labor Code § 226; (5) failure to pay compensation due upon
26 discharge from separation from employment under California Labor Code §§ 201-03; and (6) unfair,
27 unlawful, or fraudulent business practices in violation of California Business & Professions Code
28 § 17200, *et seq.* (“UCL”).

1 2.2 Plaintiff Daniel filed a First Amended Complaint on December 30, 2022 adding a claim
2 for PAGA penalties based on the labor code violations alleged in the Complaint.

3 2.3 In January 2023, Plaintiff Bryce Monson retained Class Counsel for the purpose of
4 evaluating and then potentially asserting a nationwide claim against Mars under the federal Fair Labor
5 Standards Act (“FLSA”), 29 U.S.C. § 203 et seq. Class Counsel informed Mars that Class Counsel
6 intended to pursue such a claim, either through amendment of the California action or commencement
7 of a separate action. The Parties agreed to attempt to resolve both claims through mediation, and for
8 that purpose, Mr. Monson and Mars entered into a tolling agreement on February 17, 2023.

9 2.4 The Parties participated in a mediation session with Mr. Michael Loeb, an experienced
10 mediator with JAMS, on February 7, 2024. In advance of and in aid of mediation, Mars produced
11 extensive informal discovery. The mediation was unsuccessful, but the Parties remained in touch with
12 Mr. Loeb and continued discussions. On or about February 20, 2024, Mr. Loeb made a mediator’s
13 proposal, which both Parties ultimately accepted, subject to embodiment in this formal Settlement
14 Agreement and to approval by the Court. The Parties jointly represent that this is a fair, reasonable,
15 and adequate settlement and have arrived at this Settlement through arms-length negotiations,
16 considering all relevant factors, present and potential.

17 2.5 As part of the Settlement, Plaintiffs Gerry Daniel and Bryce Monson will file a Second
18 Amended Complaint prior to preliminary approval adding Plaintiff Monson as a Plaintiff and adding a
19 nationwide proposed collective action claim for unpaid overtime under the FLSA. As further
20 discussed below, if the Settlement is not approved, Plaintiffs and Mars agree that the Second Amended
21 Complaint will promptly be withdrawn by stipulation, and the First Amended Complaint shall become
22 the operative pleading. If the Second Amended Complaint is withdrawn after Non-CA Opt-In forms
23 have been submitted, the submitters of such forms shall be given stipulated, Court-approved notice of
24 the withdrawal of the Second Amended Complaint, the termination of the Settlement Agreement, and
25 the fact that they are no longer opt-ins in the case.

26 2.6 This Agreement is entered into solely for the purpose of compromising highly disputed
27 claims. Except for purposes of settling this Action, or enforcing its terms (including that claims were
28 settled and released), resolving an alleged breach, or for resolution of other tax or legal issues arising
from a payment under this Agreement, neither this Agreement, nor its terms, nor any document,

1 statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall
2 be referenced in connection with certification or decertification, construed as, offered or admitted in
3 evidence as, received as, or deemed to be evidence for any purpose adverse to the Defendant or any
4 Released Party, including, without limitation, evidence of a presumption, concession, indication or
5 admission by any of the Defendant or any Released Party of any liability, fault, wrongdoing, omission,
6 concession or damage. Additionally, Defendant reserves the right to contest any issues relating to
7 class certification (including seeking decertification) or collective action certification and liability if
8 the Settlement is not approved. Defendant denies that it or any Released Parties have engaged in any
9 unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under
10 the claims asserted in the Action, or that but for the Settlement, a class or collective should be certified
11 in the Action. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully
12 and finally settle Released Claims.

13 NOW THEREFORE, in consideration of the covenants and agreements set forth herein, and of
14 the release of all Released Claims, Plaintiffs, on behalf of themselves and the CA Class and Non-CA
15 Putative Collective Members, Class Counsel, and Defendant agree to the terms and provisions of this
16 Settlement Agreement, subject to the approval of the Court.

17 **3. Limitation on Effect of Settlement.**

18 The Parties agree that certification of a class and a collective is appropriate for settlement
19 purposes only. In the event that the Settlement is not finally approved, or the Settlement is otherwise
20 terminated, any class, collective, or representative action that was certified for settlement purposes
21 only shall be vacated and shall be of no force or effect whatsoever and shall not be admissible nor
22 construed as an admission or concession of any kind or referenced by the Parties, in whole or part, and
23 Defendant expressly reserves all rights to challenge certification of a class or collective or
24 representative action (including seeking decertification) on all available grounds.

25 **4. Establishment of the Final GSA.**

26 After the Response Deadline has passed, the Settlement Administrator shall determine the Final
27 GSA. Because any Non-CA Putative Collective Member who declines to submit a valid Non-CA Opt-
28 In Form and any CA Class Member who submits a timely request for exclusion will not become a
Settlement Class Member and will not release any claims against Mars, the Final GSA shall be equal to

1 the sum of (a) the California Class Allocation reduced pro rata by the workweeks of any CA Class
2 Member who opts out, and (b) the Non-CA Putative Collective Allocation reduced pro rata by the
3 workweeks of Non-CA Putative Collective Member who does not opt in; provided that the Final GSA
4 shall be a minimum of \$1,800,000. The Settlement Administrator shall include the Final GSA amount
5 in its Declaration in support of Final Approval. Within 21 days after the Effective Date, Defendant
6 shall transmit the Final GSA to the Settlement Administrator, in addition to an amount equal to
7 employer-side payroll taxes due on the wage component of the NSA. The Final GSA shall be non-
8 reversionary. Mars shall not be required to pay any amount larger than the Final GSA plus the
9 employer-side payroll taxes on the amounts paid to Settlement Class Members as wages. The
10 Settlement Administrator shall provide Defendant with at least 14 days' notice of the amount of
11 employer-side payroll taxes due.

12 **5. Calculation of the NSA and Distribution of Settlement Proceeds.**

13 5.1.1 Based on the Final GSA, the NSA shall be calculated as stated in Section 1.17. The
14 NSA shall be allocated among the Settlement Class Members on a proportional basis based on the
15 number of weeks worked during the Class Period, with weeks worked in California weighted at 1.6x
16 the value of weeks worked in other states. The 25% of the PAGA Penalties allocated to the CA Class
17 Members shall become part of the NSA, to be paid on a proportional basis based on the number of pay
18 periods worked as a CA Class Member during the PAGA Period.

19 5.1.2 PAGA Penalty payments to CA Class Members will be treated as non-wage income and
20 reported on an IRS Form 1099. 40% of each Settlement Payment (excluding PAGA Penalties) will be
21 allocated as wages and reported on an IRS Form W-2; and 60% of each Settlement Payment
22 (excluding PAGA Penalties) will be allocated as non-wage income and reported on an IRS Form 1099.

23 5.1.3 CA Class Members who opt out will still receive their share of PAGA Penalties.

24 5.2 Payments to Class Members pursuant to this Settlement Agreement will not be
25 construed as compensation for purposes of determining eligibility for or benefit calculations of any
26 health and welfare benefit plan, retirement benefit plan, vacation benefit plan, unemployment
27 compensation, including, without limitation, all plans, subject to Employee Retirement Income
28 Security Act ("ERISA"). The Parties agree these payments do not represent any modification of any

1 employee's previously-credited hours of service or other eligibility criteria under any employee
2 pension benefit plan, employee welfare benefit plan, or other program or policy.

3 **6. Attorneys' Fees and Costs.**

4 Class Counsel shall request attorneys' fees up to one-third of the Final GSA; and up to
5 \$20,000.00 for reimbursement of litigation costs. Defendant agrees to not oppose Class Counsel's
6 request for attorneys' fees and costs in these amounts. The terms of this Settlement Agreement will
7 not be abrogated and will continue in full force even if the Court awards a lower amount of attorneys'
8 fees or costs than requested by Class Counsel. Any unapproved amounts of attorneys' fees and
9 litigation costs will be added to the NSA and will be distributed to the Settlement Class Members in
10 accordance with the pro rata formula for distributing the NSA.

11 **7. Service Awards.**

12 Class Counsel shall request a Service Award for each of the two Class Representatives of up to
13 Ten Thousand Dollars (\$10,000). Any unapproved amount will be added to the NSA and be
14 distributed to the Settlement Class Members in accordance with the pro rata formula for distributing
15 the NSA.

16 **8. PAGA Penalties**

17 Subject to Court approval, \$12,500 shall be attributed to the claims under PAGA. The
18 Settlement Administrator shall apportion and distribute the \$12,500 payment as follows: (a) \$9,375
19 shall be paid to the LWDA as its 75% share of the settlement of civil penalties for PAGA claims; and
20 (b) \$3,125 shall be added to the NSA and distributed to the CA Class Members who worked during the
21 PAGA Period as their 25% share of the settlement of civil penalties for PAGA claims. CA Class
22 Members will receive their share of PAGA penalties even if they exclude themselves from the
23 settlement of CA Class claims.

24 **9. Costs of Settlement Administration.**

25 The Parties will mutually agree to the selection of a Settlement Administrator, to undertake the
26 administration of the Settlement in this Action. The administration duties include, without limitation,
27 the following: establishing and maintaining a qualified settlement account for the NSA, obtaining tax
28 identification number(s) for Defendant applicable to the Settlement, calculating the Settlement Class
Member Payments, performing an initial National Change of Address ("NCOA") search upon receipt

1 of the CA Class and Non-CA Putative Collective mailing addresses, mailing the CA Class Notices and
2 Non-CA Collective Notices, performing one skip trace on Notices which are returned as undeliverable,
3 reviewing and processing Requests for Exclusion, Non-CA Opt-In Forms, disputes, and objections,
4 setting up a toll-free number, mailing the Settlement Class Member Payments and tax forms to the
5 Settlement Class Members, handling all tax reporting, setting up a website regarding the Settlement
6 with the ability to accept online submission of Non-CA Opt-in Forms, and providing declaration(s) to
7 support the tasks and accounting tied to administration of this Settlement. The Settlement
8 Administrator will also report payment of the individual Settlement Class Member Payments to all
9 required taxing and other authorities, take appropriate withholdings, forward payments for
10 withholdings, issue Internal Revenue Service Forms W-2 and 1099, and handle all tasks related to
11 uncashed checks. The Parties estimate that the costs and expenses of administration of the settlement
12 will not exceed \$30,000. Any amounts allocated but not paid to the Settlement Administrator will be
13 added to the NSA.

13 **10. Notice Administration.**

14 10.1.1 Within 20 days of the order granting preliminary approval of the Settlement
15 (“Preliminary Approval Order”) Defendant shall provide the Settlement Administrator, but not Class
16 Counsel, with the following information (“Class Data List”):

17 (a) the names, last known addresses, last known telephone numbers, last-known email
18 addresses, Social Security numbers of each CA Class Member and each Non-CA Putative Collective
19 Member; the number of workweeks actively worked during the PAGA Period, and

20 (b) the number of workweeks actively worked during the Class Period by each CA Class
21 Member and each Non-CA Putative Collective Member and the date of issuance of each paycheck,
22 which shall allow the Settlement Administrator to calculate the estimated settlement payment to each
23 CA Class Member and each Non-CA Putative Collective Member for purposes of the individualized
24 settlement Notices.

25 (c) The Settlement Administrator shall calculate the estimated settlement payment for each
26 Notice as follows: Each CA Class Member’s estimated settlement payment will be equal to the
27 Maximum GSA multiplied by the fraction in which the numerator is (1.6 x that CA Class Member’s
28 workweeks during the Class Period) and the denominator is ((1.6 x all CA Class Members’ workweeks

1 during the Class Period) plus (all Non-CA Putative Collective Members' workweeks during the Class
2 Period)). Each Non-CA Putative Collective Member's estimated settlement payment will be equal to
3 the Maximum GSA multiplied by the fraction in which the numerator is (that Non-CA Putative
4 Collective Member's workweeks during the Class Period) and the denominator is ((1.6 x all CA Class
5 Members' workweeks during the Class Period) plus (all Non-CA Putative Class Members' workweeks
6 during the Class Period)).

7 10.1.2 Upon its receipt of the Class Data List, the Settlement Administrator shall access the
8 NCOA Database and update the addresses contained therein.

9 10.1.3 Within ten business days of receiving the Class Data List, the Settlement Administrator
10 shall send the CA Class Notice and the Non-CA Collective Notice by email (to personal emails only, if
11 known) and by bulk first class mail, forwarding requested, to the CA Class Members and Non-CA
12 Putative Collective Members at the addresses identified through the process described above. The
13 mailed version will include a pre-paid, self-addressed, and stamped envelope with (for the Non-CA
14 Collective Notice only) a QR code linking to an electronic submission option on the case-specific
15 website set up by the Settlement Administrator (the website online submission feature shall be closed
16 promptly after the Response Deadline, unless any Non-CA Putative Collective Member is subject to a
17 Re-Mailing Response Deadline per Section 10.1.4, in which case the Settlement Administrator will (a)
18 close the online submission feature immediately after the latest Re-Mailing Response Deadline, and (b)
19 promptly inform any Non-CA Putative Collective Member who submits an untimely online opt-in
20 before such feature is closed that the opt-in was not timely). The emailed version will include a link
21 that will permit recipients to submit responses electronically. The Subject line of the email and the
22 outside of the envelope shall state: "You are eligible for a settlement payment from Mars." All
23 emails/envelopes/website content shall be approved by Mars in advance.

24 10.1.4 As to any Class Notices that are returned as undeliverable, or where the NCOA
25 Database indicates that the last known address of any Class Member is invalid or otherwise
26 undeliverable, the Settlement Administrator will perform a skip trace procedure and re-mail all
27 returned, undelivered mail within seven calendar days of the date on which the Settlement
28 Administrator is informed that a Class Notice is undeliverable or otherwise invalid. To the extent any
mailed Notice is returned as undeliverable, such person's Response Deadline shall be extended to

1 twenty (20) days from any re-mailing of the Notice to submit a valid Claim Form and Release (“Re-
2 mailing Response Deadline”) if that date is later than the Response Deadline. Any such notice will
3 be personalized to include the Re-Mailing Response Deadline, if applicable. The Settlement
4 Administrator is to perform one (1) remailing of returned, undelivered mail, after which it is deemed
5 that due process notice has been satisfied for all CA Class and Non-CA Putative Collective Members.
6 However, the Settlement Administrator shall inform Mars of the names of any CA Class and Non-
7 CA Putative Collective Members for whom any re-mailing is returned as undeliverable, and if any
8 such person is a current employee and the Settlement Administrator is unable to locate a valid
9 mailing address, Mars shall arrange with the Settlement Administrator to have the notice provided to
10 the employee at their place of employment, with a Re-mailing Response Deadline applying based on
11 the date when notice of provided at the place of employment. Nothing shall prevent the Settlement
12 Administrator from re-mailing a notice more than once if the Settlement Administrator learns of a
13 new address or at the request of an intended notice recipient, but this shall not further extend
14 deadlines for claims/opt-outs/objections.

15 10.1.5 The Settlement Administrator and all those working through, in concert with, or on
16 behalf of the Settlement Administrator, shall be obligated to take all reasonable steps to maintain the
17 confidentiality of Class Member information and to carry out the other duties enumerated in the
18 Settlement Agreement, including calculating each Class Member’s potential share of the Settlement.

19 10.1.6 The Settlement Administrator shall provide Defendant’s counsel and Class Counsel
20 with weekly summary reports, including the total number of Notices that were returned as
21 undeliverable, the total number of objections, disputes, Non-CA Opt-In Forms, and/or Requests for
22 Exclusion. The Settlement Administrator shall maintain records of its work, which will be available
23 for inspection upon request by Defendant’s counsel or Class Counsel, except that Class Counsel will
24 not have access to contact or other personal information for opt-outs from the CA Class or from
25 individuals among the Non-CA Collective who do not make claims. At the conclusion of the notice
26 period, the Settlement Administrator will inform Defendant’s counsel and Class Counsel of the number
27 of active workweeks attributable to the CA Class Members who have opted out (out of the total
28 number of active workweeks worked by CA Class Members) and the active workweeks of Non-CA

1 Putative Collective Members who have opted in (out of the total number of active workweeks worked
2 by non-CA Putative Collective Action Members).

3 10.1.7 The CA Class Notice and Non-CA Collective Notice will be in substantially the form
4 attached hereto as Exhibits A and B, to be approved by the Court. In addition to other information, the
5 notices will include the dates that (according to Mars's records) the recipient worked as a TSM during
6 the Class Period, the recipient's anticipated pro rata settlement amount, an explanation of the
7 weighting of California vs. Non-California workweeks, the import of participating in the settlement,
8 and a description of the claims they will release.

9 10.1.8 Thirty days after the Notices are sent, the Settlement Administrator shall (a) send a text
10 message to each CA Class Member and each Non-CA Putative Collective Member informing them
11 that they should have received a settlement Notice packet, reminding them of the Response Deadline,
12 and inviting them to contact the Settlement Administrator if they have not received the Notice, and (b)
13 send an email and postcard to each Non-CA Putative Class Member substantially in the form included
14 as Exhibit C reminding them of the Response Deadline.

14 **11. Requests for Exclusion by CA Class Members**

15 11.1 Any CA Class Member may elect to opt out of the Settlement by timely submitting a
16 written Request for Exclusion to the Settlement Administrator, emailed or postmarked no later than the
17 Response Deadline. Any Request for Exclusion must contain the following: full name, signature,
18 address, and last four digits of his or her social security number; case name and number; and a clear
19 statement that he or she seeks to be excluded from the Settlement. The Settlement Administrator shall
20 immediately send all Requests for Exclusion to Defendant's counsel and Class Counsel but without
21 any contact information. A CA Class Member who fails to comply with the opt-out procedure set forth
22 herein on or before the Response Deadline will not be excluded and will instead be bound by all
23 provisions of the Settlement Agreement and all orders issued pursuant thereto. CA Class Members
24 who exclude themselves will nonetheless receive their share of PAGA penalties and Plaintiff Daniel
25 and the State of California shall release PAGA claims with respect to these individuals.

26 11.2 Any CA Class Member who elects to opt out of the Class in the manner and within the
27 time limits specified above (1) will not have any rights under the Settlement Agreement; (2) will not be
28 entitled to receive any compensation under the Settlement Agreement other than his or her share of

1 PAGA penalties; (3) will not have standing to submit any objection to the Settlement Agreement; and
2 (4) will not be bound by the Settlement Agreement.

3 11.3 Except for persons who elect to opt out of the Settlement in the manner and within the
4 time limits specified above, in the Preliminary Approval Order, and in the Class Notice, all CA Class
5 Members will be deemed to be within the Class for all purposes under this Settlement Agreement, will
6 be bound by the terms and conditions of this Settlement Agreement (including the release provisions in
7 Section 17 and its subparts), including all orders issued pursuant thereto, and will be deemed to have
8 waived all unstated objections and opposition to the fairness, reasonableness, and adequacy of this
9 Settlement Agreement and any of its terms.

10 **12. Submission of Opt-In Forms by Non-CA Putative Collective Members.**

11 12.1 A Non-CA Putative Collective Member must submit a timely and valid Non-CA Opt-In
12 Form to participate in the Settlement. The Non-CA Opt-In Form must be submitted to the Settlement
13 Administrator, electronically or postmarked no later than the Response Deadline. The Non-CA
14 Collective Notice will include an Opt-In Form. Any Opt-In Form must contain the following: full
15 name, signature, address, and last four digits of his or her social security number; case name and
16 number; and a clear statement that he or she seeks to be a Plaintiff in the Litigation. A Non-CA
17 Putative Collective Member who fails to comply with the opt-in procedure set forth herein on or before
18 the Response Deadline will not be included in the Settlement, will not receive a Settlement Payment,
and will not be bound by or release any claims under the Settlement Agreement.

19 12.2 All Non-CA Putative Collective Members who submit a valid and timely Non-CA Opt-
20 In Form will become Non-CA Collective Settlement Members, will be bound by the terms and
21 conditions of this Settlement Agreement (including the release provisions in Section 17 and its
22 subparts), including all orders issued pursuant thereto, and will be deemed to have agreed to the
23 fairness, reasonableness, and adequacy of this Settlement Agreement and any of its terms. The
24 Settlement Administrator will include with its Final Approval declaration a list of all Non-CA
25 Collective Settlement Members and will attach a copy of all timely opt-in forms received, redacting
26 information other than the name of the individual.

1 12.3 Mars will not, in any way, discourage any Non-CA Putative Collective Member from
2 submitting a Non-CA Opt-In Form or a CA Class Member from opting out, and Plaintiffs and Class
3 Counsel will not encourage anyone to opt in or opt out.

4 **13. Objections.**

5 Any CA Class Member who does not request exclusion from the Settlement may object to the
6 Settlement by (a) sending the Settlement Administrator, not later than the Response Deadline, a written
7 statement objecting to the Settlement or (b) by appearing at the Final Approval Hearing in person or
8 through counsel and objecting orally.

9 The notices will include an objection form. The written objection must contain: full name,
10 address, last four digits of his or her social security number, the case name and number, and a clear
11 statement of the basis for his or her objection. The Settlement Administrator shall immediately send all
12 objections to counsel for Defendant and Class Counsel but without contact information.

13 Counsel for the Parties shall file any responses to any objections at the time the Motion for
14 Final Approval is filed. CA Class Members who submitted written objections may, prior to the Final
15 Approval Hearing, withdraw their objections or opt out requests in a writing to the Settlement
16 Administrator, which may then be filed with the Court.

17 Non-CA Putative Collective Members may decide whether to join the case and participate in
18 the settlement or not, but shall not have the right to submit objections to the Settlement.

19 **14. Resolution of Disputes.**

20 If any CA Class Member or Non-CA Putative Collective Member timely disputes the number
21 of work-weeks within the Class Period that are listed on his or her Notice, the dispute will be
22 submitted to the Settlement Administrator, who will inform Class Counsel and Mars's counsel, who
23 shall meet and confer in good faith to try to resolve the dispute, including involving the mediator if
24 necessary. If counsel are unable to reach agreement, the Settlement Administrator shall resolve the
25 dispute based on the documents submitted by Mars and the TSM. Disputes must be in writing and
26 timely submitted to the Settlement Administrator, postmarked on or before the Response Deadline.
27 The dispute must contain: Class Member's full name, address, signature, and last four digits of his or
28 her Social Security number; and any facts supporting the Class Member's dispute, along with any
supporting materials confirming that the calculation on the notice is incorrect. The Settlement

1 Administrator’s determination of disputes will be final and non-appealable but will not impact the
2 Final GSA. If a Non-CA Putative Collective Member has filed a timely dispute, the Non-CA Putative
3 Collective Member shall be given notice that he or she has until the later of the Response Deadline or
4 20 days after he or she is informed of the outcome of the dispute to submit a Non-CA Opt-in Form.

5 **15. Payment Procedure.**

6 15.1 Payments to Settlement Class Members, Class Counsel, Class Representatives, taxing
7 authorities, and LWDA: Within 10 days of receipt of the Final GSA, the Settlement Administrator will
8 distribute, subject to approval by the Court: (a) Settlement Payments to the Settlement Class Members
9 (as well as PAGA penalty payment to CA Class Members who opt out); (b) attorneys’ fees and costs to
10 Class Counsel; (c) Settlement Administration Costs to the Settlement Administrator; (d) Service
11 Awards to the Class Representatives; (e) applicable tax withholdings and employer’s portion of payroll
12 tax to the appropriate taxing authorities; and (f) the LWDA’s share of the PAGA Penalties. Envelopes
13 transmitting settlement distributions to Settlement Class Members shall bear the notation “YOUR
14 CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.”

15 15.2 Uncashed Checks: Settlement Checks that are not cashed within ninety days from the
16 date of issuance by the Settlement Administrator will be voided. If the Funds remaining from
17 uncashed checks are larger than \$10,000, they shall be redistributed pro rata to Settlement Members
18 who cashed their checks (with such redistribution checks valid for 90 days). If the Funds from
19 uncashed checks are not larger than \$10,000 (or if there is a second distribution and there are
20 unclaimed funds from the second round of checks), those funds will be tendered to Legal Aid
21 Foundation of Los Angeles as the *cy pres* in accordance with California Code of Civil Procedure
22 § 384; however, the PAGA portion of uncashed Settlement Checks will be distributed to the LWDA.
23 The Settlement and their release of Released Claims will remain binding upon all Settlement Class
24 Members and Non-CA Settlement Collective Members whether or not they cashed their settlement
25 checks. The administrator shall mail a reminder postcard to any Settlement Class Member whose
26 distribution check has not been negotiated within 60 days after the date of mailing. If (i) any of the
27 class members are current employees of the defendant, (ii) the distribution mailed to those employees
28 is returned to the administrator as being undeliverable, and (iii) the administrator is unable to locate a

1 valid mailing address, the administrator shall arrange with the defendant to have those distributions
2 delivered to the employees at their place of employment.

3 **16. Taxes.**

4 16.1 Employer's Portion of Payroll Taxes: Defendant shall pay the employer's portion of
5 payroll taxes with respect to the wage portion of Settlement Class Member payments separately and in
6 addition to the Final GSA.

7 16.2 Tax Treatment of Service Award: Plaintiffs will receive an IRS Form 1099 for their
8 individual Service Awards and will be responsible for payment of any taxes owing on said amount.

9 16.3 Tax Treatment of Attorneys' Fees and Cost Award: Class Counsel will receive an IRS
10 Form 1099 for any amount awarded to Class Counsel in the form of attorneys' fees or costs and will be
11 responsible for payment of any taxes owing on said amount.

12 16.4 No Tax Advice: The Parties are not giving any tax advice in connection with the
13 settlement or any payments to be made pursuant to this settlement including, but not limited to, within
14 the meaning of United States Treasury Circular 230 (31 CFR part 10, as amended). The Parties do not
15 assume any liability for taxes, fees, costs, or assessments resulting from any Settlement Class
16 Members' failure to timely pay his or her share of taxes, interest, fees, or penalties owed.

17 **17. Release.**

18 17.1 Released Claims: Upon entry of the Final Approval Order and Judgment, provided that
19 Defendant has fully funded the Final GSA and provided the settlement funds to the Settlement
20 Administrator, each Settlement Class Member shall be deemed to have released Defendant and the
21 Released Parties from any and all "Released Claims." For the purposes of this Agreement, Released
22 Claims are limited to the claims stated in the complaint and those that arise from or could have been
23 made based upon the facts alleged in the Complaint. Subject to that limitation, the Released Claims
24 include: Any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,
25 attorney's fees, damages, actions or causes of action which are alleged, or could have been alleged
26 (*i.e.*, claims asserted or unasserted, and known or unknown) based on the facts asserted in the operative
27 complaint filed in this action, and arising during the Class Period, including without limitation claims
28 under California Labor Code §§ 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 §§

1 17200, et seq., Cal. Civil Code §§ 3287-3288, and Cal. Code of Civil Procedure §1021.5, as well as
2 claims under any state or federal law for (a) failure to pay overtime; (b) failure to pay minimum or
3 straight wages; (c) failure to timely pay wages during employment; (d) failure to pay final wages on
4 termination; (e) failure to provide accurate itemized wage statements; (f) failure to provide compliant
5 meal and rest periods; (g) failure to pay meal and rest period premiums; (h) failure to reimburse for
6 business-related expenses; (i) failure to maintain required records; (j) failure to provide wage notices;
7 and claims penalties (including civil and statutory penalties, liquidated damages, and punitive
8 damages), interest, attorneys' fees, litigation costs, restitution, equitable relief, and additional
9 damages which allegedly arise from the claims described in (a) through (j) above under any
10 applicable law. This release shall apply to claims arising at any point during the Release Period. The
11 release shall exclude claims for vested benefits, wrongful termination, unemployment insurance,
12 disability, workers' compensation, and claims outside of the Release Period. The checks issued to CA
13 Settlement Class Members shall state that by negotiating the check, the recipient is opting into the case
14 for purposes of the FLSA and releasing all claims against the Released Parties under the FLSA based
15 on the facts in the Second Amended Complaint. Absent negotiation of the check, such claims shall not
16 be released, notwithstanding anything else in this Agreement.

17 17.2 Release of PAGA claims: Upon the date that Defendant fully funds the Final GSA, and
18 provided that Defendant provides the settlement funds to the Settlement Administrator, Plaintiff Daniel
19 and the State of California will be deemed to have released all claims for statutory penalties that could
20 have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter
21 to the LWDA; this PAGA release does not release any aggrieved employee's claim for wages or
22 damages. This release is limited to the PAGA Period. Upon approval by the Court, this release shall
23 apply to the LWDA's right to seek penalties in relation to all CA Class Members regardless of whether
24 such Class Member excludes him- or herself from the settlement.

25 17.3 Plaintiffs' General Release: Upon the date that Defendant funds the Gross Settlement,
26 Plaintiffs Daniel and Monson release acquit, discharge, and covenant not to sue Defendant and any of
27 the Released Parties for any claim, whether known or unknown, which they have ever had, or hereafter
28 may claim to have, arising on or before the date they sign this Agreement, including without limitation,
any claims relating to or arising out of any aspect of their relationship with Defendant, or the

1 termination of that relationship, any claims for unpaid compensation, wages, reimbursement for
2 business expenses, penalties, or waiting time penalties under the California Labor Code, the California
3 Business and Professions Code, the federal Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.*, or
4 any state, county, or city law or ordinance regarding wages or compensation; any claims for employee
5 benefits, including without limitation, any claims under the Employee Retirement Income Security Act
6 of 1974; any claims of employment discrimination, harassment or retaliation on any basis, including
7 without limitation, any claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of
8 1866, 42 U.S.C. section 1981, the Civil Rights Act of 1991, the Americans with Disabilities Act of
9 1991, the Family and Medical Leave Act of 1993, the Age Discrimination in Employment Act, the
10 Genetic Information Non-Discrimination Act, the California Government Code, or any other state,
11 county or city law or ordinance regarding employment discrimination, harassment or retaliation.
12 Plaintiffs acknowledge and agree that the foregoing general release is given in exchange for the
13 consideration provided to them under this Agreement by Defendant. However, this release shall not
14 apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or
15 retirement benefits, or any other claim or right that as a matter of law cannot be waived or released.
16 Plaintiffs expressly waive any rights or benefits available to them under the provisions of Section 1542
17 of the California Civil Code (or similar law of any other state), which provides as follows:

18 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR
19 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
20 THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER,
21 WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
22 OR RELEASING PARTY.

23 Plaintiffs understand fully the statutory language of Civil Code section 1542 and, with this
24 understanding, nevertheless elect to, and do, assume all risks for claims that have arisen, whether
25 known or unknown, which they ever had, or hereafter may claim to have, arising on or before the date
26 of their signature to this Agreement, and specifically waives all rights they may have under California
27 Civil Code section 1542 (or similar law of any other state).

28 **18. Application for Preliminary Approval Order.**

1 18.1 After the Parties’ execution of this Settlement Agreement, Plaintiffs shall file a motion
2 for preliminary approval of the Settlement, requesting a Preliminary Approval Order that contains the
3 following provisions:

4 18.1.1 preliminarily approving the Settlement Agreement;

5 18.1.2 preliminarily approving and certifying the CA Class and a nationwide FLSA Collective
6 for settlement purposes only;

7 18.1.3 approving the form of the CA Class Notice and Non-CA Collective Notice, and finding
8 that the proposed method of disseminating the CA Class Notice meets the requirements of due process
9 and is the best notice practicable under the circumstances;

10 18.1.4 establishing the procedures and the deadline by which CA Class Members and Non-CA
11 Putative Collective Members may assert objections to the Settlement, seek exclusion from the
12 Settlement (in the case of CA Class Members), opt into the Settlement (in the case of Non-CA Putative
13 Collective Members), and/or dispute their Settlement Shares;

14 18.1.5 establishing a deadline for the Parties to submit papers/briefing in response to any
15 objections and in support of final approval of the Settlement Agreement; and

16 18.1.6 setting a date for the Final Approval Hearing.

17 18.2 If the Court conditions approval of the Settlement Agreement on changes to any
18 material terms of this Agreement, including the scope of the Released Claims or the total amount that
19 Defendant must pay, the Parties shall have the right to void the Agreement.

20 **19. Final Approval Order and Judgment.**

21 19.1 If the Settlement is preliminarily approved by the Court, the Parties shall thereafter
22 request that the Court enter an order granting final approval of the Settlement and judgment based
23 thereon (“Final Approval Order and Judgment”), which includes the following provisions:

24 19.1.1 confirming certification of the Settlement Class for settlement purposes only;

25 19.1.2 finding that the dissemination of the Notices in the form and manner ordered by the
26 Court was accomplished as directed and, as to the CA Class, met the requirements of due process;

27 19.1.3 finally approving the Settlement Agreement as fair, reasonable, and adequate and
28 directing consummation of the Settlement in accordance with its terms and provisions;

1 19.1.4 directing the Parties and Settlement Administrator to implement the terms of the
2 Settlement Agreement;

3 19.1.5 releasing and discharging the Released Parties from any and all liability with respect to
4 the Released Claims;

5 19.1.6 awarding reasonable attorneys' fees and litigation costs to Class Counsel as determined
6 by the Court;

7 19.1.7 awarding Service Awards to each Class Representative as determined by the Court;

8 19.1.8 awarding Settlement Administration Costs to the Settlement Administrator as
9 determined by the Court;

10 19.1.9 approving the allocation of PAGA Penalties to the LWDA;

11 19.1.10 entering final judgment on the operative Complaint; and

12 19.1.11 preserving continuing and exclusive jurisdiction over all matters related to the
13 administration and consummation of the terms of this Settlement and enforcement of the Final
14 Approval Order and Judgment, and directing the parties to report to the Court regarding funds to be
15 distributed the *cy pres* recipient, pursuant to California Civil Code § 384(b) or unclaimed PAGA funds
16 to be distributed to the LWDA.

17 **20. Escalator Clause.**

18 The operative number of workweeks used to calculate the mediator's proposal was 44,282. If
19 the total number of workweeks worked by CA Class Members and Non-CA Putative Collective
20 Members exceeds 44,282 7.5% of that estimate (*i.e.*, if there are 47,603 workweeks or more) then
21 either: (a) the Maximum GSA shall increase by the same percentage by which the number of Class
22 Members exceeds 47,603 (*i.e.*, for each week in excess of 47,603, the Maximum Gross Settlement
23 Amount will increase by 1/44,282); or (b) either Party shall have the right to withdraw from the
24 Settlement Agreement (in which case, Mars shall bear any costs owed to the Settlement
25 Administrator), unless they agree on an alternative solution such as a modification to the Class or
26 Release Period or increase of the Maximum GSA.

27 **21. No Admissions.**

28 The Parties understand and agree that this Settlement Agreement is the result of a good faith
compromise settlement of disputed claims, and no part of this Settlement Agreement, or the

1 negotiations leading thereto, or any document filed in support thereof, whether or not the Settlement is
2 finally approved and/or consummated, may be offered or should be construed as an admission of any
3 wrongdoing by Defendant or the Released Parties.

4 **22. Construction.**

5 This Settlement Agreement was entered into after substantial good faith, arm's-length
6 negotiations between the Parties. This Settlement Agreement has been entered into without any
7 coercion and under no duress. The Parties acknowledge and agree that all Parties had an equal hand in
8 drafting this Settlement Agreement so that it will not be deemed to have been prepared or drafted by
9 one party or another.

10 **23. Due Authority of Attorneys.**

11 Each of the attorneys executing this Settlement Agreement on behalf of one or more Parties
12 hereto warrants and represents that he or she has been duly authorized and empowered to execute this
13 Settlement Agreement on behalf of each such respective Party and to bind them to the terms hereof.
14 The parties also warrant that this Agreement is entered into knowingly and willingly and there is no
15 fraud, duress, or undue influence.

16 **24. Entire Agreement.**

17 This Settlement Agreement (including Exhibits hereto) sets forth the entire agreement of the
18 Parties with respect to its subject matter and supersedes any and all other prior agreements and all
19 negotiations leading up to the execution of this Settlement Agreement, whether oral or written,
20 regarding the subjects covered herein. The Parties acknowledge that no representations, inducements,
21 warranties, promises, or statements relating to the subjects covered herein, oral or otherwise, have been
22 made by any of the Parties that are not embodied or incorporated by reference herein. Except as
23 otherwise set forth in this Agreement, any notice, order, judgment, or other exhibit that requires
24 approval of the Court must be approved without material alteration that substantially changes or
25 increases the cost of compliance with this Settlement Agreement in order for this Settlement
26 Agreement to become effective. Before invoking this provision to challenge the effectiveness of this
27 Settlement Agreement, the invoking party shall consult with, and if necessary mediate in good faith
28 with, the other party in an effort to resolve any such challenge.

25. Modification or Amendment.

1 This Settlement Agreement may not be modified or amended except in a writing signed by all
2 signatories hereto or their attorneys or their successors in interest.

3 **26. Successors.**

4 This Settlement Agreement will be binding upon and inure to the benefit of the Parties hereto
5 and their respective heirs, executors, administrators, successors and assigns, and upon any corporation,
6 partnership or other entity into or with which any Party hereto may merge, combine, or consolidate.

7 **27. Counterparts.**

8 This Agreement may be executed in one or more counterparts by facsimile or electronic
9 signature which for purposes of this Agreement shall be accepted as an original. All executed
10 counterparts and each of them will be deemed to be one and the same instrument. Any executed
11 counterpart shall be admissible in evidence to prove the existence and contents of this Agreement.

12 **28. Waivers.**

13 The waiver by any Party of any breach of this Settlement Agreement will not be deemed or
14 construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this
15 Settlement Agreement.

16 **29. Governing Law.**

17 This Settlement Agreement will be governed by and construed, enforced, and administered in
18 accordance with the internal laws of the State of California. The parties intend for this Agreement to
19 be admissible and binding under Code of Civil Procedure section 664.6.

20 **30. Headings.**

21 The headings contained in this Settlement Agreement are for convenience and reference
22 purposes only, and will not be given weight in its construction.

23 **31. Notices.**

24 Any notices, requests, demands, or other communications required or permitted to be given
25 pursuant to this Settlement Agreement must be in writing and emailed or mailed as follows:

26 31.1 To Class Representative, the Class and Class Counsel to the attention of: William
27 Jhaveri-Weeks, wjw@jhaveriweeks.com, The Jhaveri-Weeks Firm, P.C., 351 California Street, Suite
28 700, San Francisco, CA 94104, Telephone: (415) 463-8097.

1 31.2 To Defendant, Mars Wrigley Confectionery US, LLC, to the attention of: Michael
2 Puma, Morgan Lewis & Bockius LLP, 2222 Market Street, Philadelphia, PA 19103, Tel 215-963-
3 5305.

4 IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the
5 Parties, as follows:

6 **32. No Undue Publicity**

7 Plaintiffs and Class Counsel will not make statements to the media, on websites or through
8 social media or in any other way to gain publicity regarding the fact or terms of the settlement or any
9 related documents. This shall not prevent Plaintiffs' counsel from describing the settlement in future
10 declarations describing their prior experience as class/collective counsel or from describing the
11 Settlement in general terms on their website(s) without identifying Mars. Plaintiffs shall forfeit their
12 enhancement award in the event of a violation. If Plaintiffs or their counsel are contacted by any form
13 of media, bloggers or any other medium that could create publicity about the case or settlement, they
14 will refer the person making the inquiry to publicly available Court filings and not make any further
15 statement.

16 **33. Return / Deletion of Confidential Documents**

17 The Parties will comply with the return/destruction of protocols in their Confidentiality
18 Agreement upon the Effective Date.

19 **34. Tolling**

20 The tolling provisions of the Tolling Agreement between Plaintiffs and Mars shall be deemed
21 void *ab initio* upon entry of Judgment following final approval and resolution of any appeal. If
22 Preliminary or Final Approval is denied, either Party may terminate the tolling agreement with two
23 weeks' notice.

24 Plaintiff and Class and Collective Representative

25 Dated: 12/04/24

26 By: 
27 Gerry Daniel 12/04/24 17:01:00
28 Gerry Daniel

Plaintiff and Collective Representative

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Dated: 15/04/24

By: Bryce Monson
Bryce Monson

Mars Wrigley Confectionery US, LLC

Dated:

By: Anna Marciano
Name: Anna Marciano
Title: General Counsel

APPROVED AS TO FORM:

Counsel for Plaintiffs and Proposed Class Counsel

Dated: April 12, 2024

By: William Jhaveri-Weeks
William Jhaveri-Weeks
The Jhaveri-Weeks Firm, P.C.

Counsel for Defendant

Dated: April 18, 2024

By: Linh Hua
Linh Hua

EXHIBIT A

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 [earlier of July 31, 2024 and date of preliminary approval], 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, [name], 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 [DATE AND TIME] 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 [earlier of July 31, 2024 and preliminary approval date] (“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 **[FINAL APPROVAL HEARING DATE]**.
- 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. .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. .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 [earlier of July 31, 2024 and preliminary approval date], 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. .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 work-weeks worked by each group, with the work-weeks worked by California TSMs being weighted at 1.6x the value of work-weeks 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 \$25,000; 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 [earlier of July 31, 2024 or preliminary approval]), 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 << >> workweeks as a TSM in California during the California Class Period during the following date ranges [date ranges]. Based on these records, your estimated settlement payment would be \$<<EstimatedAward>>.

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

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 [RESPONSE DEADLINE]. 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 [DATE OF FINAL APPROVAL] 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 XXX-XXX-XXXX, 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 [Response deadline]. 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 [RESPONSE DEADLINE], 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 [RESPONSE DEADLINE]. 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 [DATE OF FINAL APPROVAL HEARING] 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 url.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 [date]. Files are also available at the Court, located at 4050 Main Street, Riverside, CA 92501. Class Counsel may be reached at:

THE JHAVERI-WEEKS FIRM, P.C.
William Jhaveri-Weeks (SBN 289984)
wjw@jhaveriweeks.com
351 California Street, Suite 700
San Francisco, CA 94104
Tel.: (415) 463-0898

PLEASE DO NOT CONTACT THE COURT OR MARS WITH INQUIRIES.

23. Settlement Administrator

The Settlement Administrator's email address is [complete]. Its mailing address is [complete]

Opt-Out Form

If you wish to exclude yourself from this Settlement and receive no settlement payment (except for your share of PAGA Penalties), please complete the following fields and sign and mail this page to the Settlement Administrator at [address] post-marked no later than [Response Deadline]:

My name is _____.

My address is _____.

The last four digits of my social security number are: _____.

I wish to **OPT OUT** of the proposed settlement in *Daniel v. Mars Wrigley Confectionery US, LLC* (Riverside County Case No: CVRI2204632). I do not wish to receive a payment from the settlement.

Date: _____ Signature: _____

Objection Form

If you wish to **object** to the Settlement, please complete the following fields and sign and mail this page to the Settlement Administrator at **[address]** post-marked no later than **[Response Deadline]**. Note: If you **exclude** yourself from the settlement by completing Opt-Out Form, you will not be part of the Settlement Class, so your objection will not be considered. In other words, you cannot *both* Opt Out *and* Object to the Settlement.

My name is _____.

My address is _____.

The last four digits of my social security number are: _____.

I **OBJECT** to the proposed settlement in *Daniel v. Mars Wrigley Confectionery US, LLC* (Riverside County Case No: CVRI2204632, and for the following reasons I believe the Court should not approve the Settlement (you may include additional pages; if you do so, please check this box []):

Date: _____ Signature: _____

EXHIBIT B

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 between February 10, 2020 and [earlier of July 31, 2024 and date of preliminary approval], you are entitled to receive money from a proposed legal settlement BUT ONLY IF YOU SUBMIT A CLAIM FORM [hyper link to claim form in email notice].

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

PLEASE READ THIS ENTIRE NOTICE CAREFULLY.

- A Settlement has been reached to resolve a class, collective, and representative action lawsuit, *Daniel v. Mars Wrigley Confectionery US, LLC* (the “Lawsuit”). The Lawsuit alleges that Mars Wrigley Confectionery US, LLC (“Mars”) failed to pay overtime wages to TSMs nationwide. The case also includes claims specific to a Class of TSMs in California.
- You are receiving this Notice because you worked for Mars as a TSM in a state other than California. **If you submit a Claim Form [hyperlink] by [RESPONSE DATE]**, and if the Court approves the Settlement, **you will receive a payment estimated to be \$XXXX**. If you do not submit a claim form by the deadline, you will receive no payment from the settlement.
- 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	
SUBMIT A CLAIM FORM AND RECEIVE A PAYMENT	If you submit a claim form by the deadline, you will get a payment and will give up your legal rights to pursue claims released by the settlement of the Lawsuit. You can submit a Claim Form either by mailing the enclosed Claim Form or completing a Claim Form electronically available here [QR Code in mailed notice / hyperlink in email]
DO NOTHING, DO NOT RECEIVE A PAYMENT	If you do nothing, you will not receive a payment, and you will retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.

- The Settlement Funds will be used to settle claims of all TSMs who worked outside of California during the relevant period who “opt in” to the Lawsuit by submitting a Claim Form by the deadline. They will also be used to settle claims of TSMs from California. The amount of each TSM’s individual settlement will be based on the weeks they actively worked during the relevant period. The relevant period under federal law (applicable to TSMs outside of California) is February 10, 2020 to [earlier of July 31, 2024 or the preliminary approval date] (“Collective Action Period”). The relevant period under California law (applicable to TSMs in California) is longer. In calculating each TSM’s individual settlement payment, workweeks worked in California will be weighted at 1.6x workweeks worked outside of California to account for additional claims possessed by California employees, such as claims for missed rest and meal breaks under California law.
- The Court has not yet decided whether to approve the overall settlement.

- 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. .com.

BASIC INFORMATION

1. Why did I get this Collective Action Settlement Notice package?

Mars's records show that you worked for Mars in a state other than California as a TSM during the Collective Action Period. You were sent this Collective Action Notice because you have a right to know about a proposed settlement of a class and collective action lawsuit, and about your option of joining the case and participating in the settlement, before the Court decides whether to finally approve the settlement. If the Court approves the settlement any appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice to all TSMs who have elected to participate in the settlement. 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 Mars violated federal law (the Fair Labor Standards Act ("FLSA")) by failing to provide TSMs with overtime pay when they worked more than 40 hours in a week. The Plaintiffs also alleged that Mars violated numerous provisions of California law that are applicable to TSMs in California, including laws requiring meal and rest breaks, accurate wage statements, and payment of statutory penalties. 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. .com.

3. Why is this a collective action?

In a collective action, one or more employees called Collective Action Representatives make allegations on behalf of other employees who they allege have similar claims. Those other employees have the right to join the case as plaintiffs by submitting a form stating that they wish to "opt in" to the case. In a collective action, one court resolves the issues for all Collective Action Members in a single case. This is similar to, but different from, a class action. For California TSMs only, this case also includes "class action" claims 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 or collective action 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 Class Members and all Collective Action Members.

5. What is a collective action settlement?

In a collective action under the FLSA, the Court must approve the terms of the Settlement described below as fair and reasonable to the Collective Action Members. The Court has not made a final decision about whether to approve the overall settlement. If approved, the Settlement will affect all Collective Action Members who have submitted a Claim Form by the deadline. It will also affect California Class Members. This Collective Action Notice explains your legal rights, the terms of the Settlement, what you must do to participate, and the amount of money you may get. Please read this entire Collective Action Notice carefully.

6. How do I know if I am a Collective Action Member?

You will only be a Collective Action Member, and will only receive a settlement payment, if you submit a Claim Form [[hyper link](#)] by [[Response Deadline](#)]. You are eligible to submit the form if you worked for Mars as a Territory Sales Manager in the United States between February 10, 2020 and [[earlier of July 31, 2024 and preliminary approval date](#)]. TSMs who worked in California received a different "California Class Action" Notice. Examples of the notices are available at [www. .com](#).

7. I'm still not sure if I am a Collective Action 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 submit a Claim Form, and if you are entitled to a payment as a Collective Action Member you will be paid. Be mindful, however, that if this 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.

8. What does the Settlement provide?

The Parties have agreed to settle the Lawsuit for a "Maximum Gross Settlement Amount" of \$2,387,520. If fewer than all eligible non-California TSMs join the case or if some CA TSMs opt out of the settlement, 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 work-weeks worked by each group, with the work-weeks worked by California TSMs being weighted at 1.6x the value of work-weeks worked by non-California TSMs. The weighting is meant to account for additional claims held under California law by 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. Once the number of non-California opt-ins and California opt-outs are 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 California Class Members and to 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 \$25,000; 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").

9. How will Settlement payments to Collective Action Members be calculated?

The funds payable to Collective Action Members will be divided pro rata based on work-weeks worked during the relevant time period, with the workweeks of California TSMs weighted at 1.6x the value of workweeks of non-California TSMs who opt into the case.

10. How much will I get from the Settlement?

Mars's records indicate that you actively worked for << >> workweeks as a TSM during the Collective Action Period during the following date ranges [date ranges]. Based on these records, your estimated settlement payment would be \$<<EstimatedAward>>.

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. California 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 actively worked a different number of workweeks during the Collective Action Period than indicated by the numbers above, you may timely dispute your Settlement payment calculation by providing written documentation to the Settlement Administrator supporting your position by email or mail (postmarked) on or before [RESPONSE DEADLINE]. 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 you submit a timely Claim Form, you will receive a Settlement Payment based on the above pay periods and will be bound by the Settlement. The Settlement Administrator's determination of disputes will be final and non-appealable. **YOU MUST SUBMIT A CLAIM FORM [hyperlink] BY [RESPONSE DEADLINE] TO RECEIVE THE SETTLEMENT PAYMENT CALCULATED AS SET FORTH ABOVE.** If you submit a timely dispute, the deadline to submit a claim form will be the later of [RESPONSE DEADLINE] or 20 days after you are informed of the outcome of your dispute.

11. When would I get my payment?

As set forth in Section 18, below, the Court will hold a hearing on [DATE OF FINAL APPROVAL] 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 XXX-XXX-XXXX, or contact Class Counsel (see Section 22, below, for contact info). *Please be patient.*

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

Collective Action Members who participate in the Settlement will release Mars, Mars, Inc., Mars Global Services Inc. (and each of their predecessors and successors) 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 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 February 10, 2020 through the date that you sign a consent to join the settlement. The release shall exclude claims for vested benefits, wrongful termination, unemployment insurance, disability, workers' compensation, and claims outside of the Release Period.

13. Do I have a lawyer in this case?

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

14. 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.

15. How can I opt out of this Settlement?

If you do not want to be part of the Settlement, you can simply take no action. If you do not submit a Claim Form by [**Response Deadline**], you will not be bound by the Settlement, will not release any claims, and will not receive a Settlement Payment.

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

The Court will hold a final Fairness Hearing on [**DATE OF FINAL APPROVAL HEARING**] in Department 1 of the Riverside County Superior Court. At this hearing, the Court will consider whether the overall Settlement is fair, reasonable, and adequate. 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.

17. 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.

18. What happens if I do nothing at all?

If you do nothing at all, you will not receive a settlement payment, will not be bound by the Settlement, and will not release any claims.

19. Are there more details about the Settlement?

This Collective Action Settlement 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 [url.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 [\[date\]](#). Files are also available at the Court, located at 4050 Main Street, Riverside, CA 92501. Class Counsel may be reached at:

THE JHAVERI-WEEKS FIRM, P.C.
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351 California Street, Suite 700
San Francisco, CA 94104
Tel.: (415) 463-0898

PLEASE DO NOT CONTACT THE COURT OR MARS WITH INQUIRIES.

20. Settlement Administrator

The Settlement Administrator's email address is [\[complete\]](#). Its mailing address is [\[complete\]](#)

CLAIM FORM [Mailed]

Daniel v. Mars Wrigley Confectionery US, LLC (Riverside County Case No: CVRI2204632).

If you wish to OPT IN to this Settlement and RECEIVE A SETTLEMENT PAYMENT, please complete the following fields and sign and mail this page to the Settlement Administrator at [address] post-marked no later than [Response Deadline]:

My name is _____.

My address is _____.

The last four digits of my social security number are: _____.

I wish to **OPT IN** to the proposed settlement, receive a payment, and be bound by the terms of the Settlement Agreement, if it is approved by the Court.

Date: _____ Signature: _____

CLAIM FORM **Electronic Link**

Daniel v. Mars Wrigley Confectionery US, LLC (Riverside County Case No: CVRI2204632)

If you wish to **OPT IN** to this Settlement and **RECEIVE A SETTLEMENT PAYMENT**, please complete the following fields and click “Submit” no later than **Response Deadline**:

My name is _____.

My address is _____.

The last four digits of my social security number are: _____.

I wish to **OPT IN** to the proposed settlement, receive a payment from the settlement, and be bound by the terms of the Settlement Agreement.

Date: _____ Signature: _____

By typing my name and selecting “submit,” I hereby electronically sign this document.

[SUBMIT]

EXHIBIT C

Dear [name]:

You should recently have received a notice that, as a current or former Mars TSM, you are eligible to participate in a settlement with Mars Wrigley Confectionery US, LLC. **You will only receive a settlement payment if you submit a Claim Form by [Response Deadline]**. You can either mail in the Claim Form that was sent to you or submit the form online using this QR Code:

However, you are not required to participate in the settlement and associated release of claims against Mars, so do not return the consent form if you do not want to participate.

This reminder postcard was authorized by the California Superior Court, Riverside County. The case is *Daniel v. Mars Wrigley Confectionery US, LLC*, Case No. CVRI2204632.

For more information, visit [www.\[case-specific website\].com](http://www.[case-specific website].com)