

NOTICE OF PROPOSED COLLECTIVE ACTION SETTLEMENT AND HEARING FOR COURT APPROVAL

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

If you worked as a Territory Sales Manager (“TSM”) for Mars Wrigley Confectionery US, LLC between February 10, 2020, and May 15, 2024, you are entitled to receive money from a proposed legal settlement BUT ONLY IF YOU SUBMIT A CLAIM FORM


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 by August 19, 2024**, and if the Court approves the Settlement, **you will receive a payment estimated to be <<ClassEstAmount>>**. 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

<p>SUBMIT A CLAIM FORM AND RECEIVE A PAYMENT</p>	<p>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:</p> 
<p>DO NOTHING, DO NOT RECEIVE A PAYMENT</p>	<p>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.</p>

- 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 May 15, 2024 (“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.MarsWrigleySettlement.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.MarsWrigleySettlement.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 by August 19, 2024. 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 May 15, 2024. TSMs who worked in California received a different "California Class Action" Notice. Examples of the notices are available at www.MarsWrigleySettlement.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 19 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 workweeks worked by each group, with the workweeks worked by California TSMs being weighted at 1.6x the value of workweeks worked by non-California TSMs. The weighting is meant to account for additional claims held under California law by 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 \$30,000; and (5) payment of civil penalties under the Private Attorneys General Act of 2004 ("PAGA") (California Labor Code Section 2698) in the amount of \$12,500, with seventy-five percent of that penalty paid to the California Labor and Workforce Development Agency ("LWDA").

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 workweeks 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>> workweeks as a TSM during the Collective Action Period during the following date ranges: February 10, 2020, through May 15, 2024. Based on these records, your estimated settlement payment would be <<\$estAmount>>.

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 August 19, 2024. Your dispute must contain: your full name, address, signature, and last four digits of your Social Security number, as well as facts supporting your dispute, along with any supporting materials confirming that the workweeks attributed to you are incorrect. The Settlement Administrator's address and email address are in Section 20, 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 BY AUGUST 19, 2024, 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 August 19, 2024, 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 16, below, the Court will hold a hearing on September 26, 2024, to decide whether to approve the Settlement. If the Court approves the settlement, after that there may be appeals if anyone has filed a timely objection. It is always uncertain how and when objections and appeals will be resolved. To check on the progress of the Settlement, you may call the Settlement Administrator at 1-888-272-0159 or contact Class Counsel (see Section 19, 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 August 19, 2024, 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 September 26, 2024, at 8:30 a.m., in Department 1 of the Riverside County Superior Court. At this hearing, the Court will consider whether the 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 www.MarsWrigleySettlement.com. The

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

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PLEASE DO NOT CONTACT THE COURT OR MARS WITH INQUIRIES.

20. Settlement Administrator

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