

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Cesar Esqueda, Ernest Bell III, Jorge Nevarez and Hovsep Seropian (“Plaintiffs”) and defendant John Bean Technologies Corporation (“Defendant” or “JBT”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Cesar Esqueda, et al. v. John Bean Technologies Corporation, et al.*, Case No. 20STCV07367 initiated on February 26, 2020 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Phoenix Class Action Settlement Solutions (“Phoenix”), the neutral entity the Parties agreed to have calculate the Paid Time Off (“PTO”) amounts and have agreed to appoint to administer the Settlement subject to Court approval.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement, including the PTO calculations.
- 1.4. “Aggrieved Employee” means all current and former employees who were employed by JBT in California at LAX and/or ONT who were classified as hourly, non-exempt employees during the PAGA Period.
- 1.5. “Class” means all current and former employees who were employed by JBT in California at Los Angeles International Airport (“LAX”) and/or Ontario International Airport (“ONT”) who were classified as hourly, non-exempt employees during the Class Period.
- 1.6. “Class Counsel” means Natalie Mirzayan, Esq. of Mirzayan Law, APLC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in JBT’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Period Workweeks.

- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from February 21, 2016 to the date the Court grants Preliminary Approval of the Settlement.
- 1.13. Proposed “Class Representatives” means the named Plaintiffs in the operative complaint in the Action, Cesar Esqueda, Ernest Bell III, Jorge Nevarez and Hovsep Seropian, provided that each individual signs this Agreement, any amendment(s) to the Settlement Agreement as instructed by the Court, and is approved by the Court as a Class Representative to be fairly and adequately representing the best interest of the Class; otherwise, any such Plaintiff will not be appointed as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “JBT” or “Defendant” means the named Defendant John Bean Technologies Corporation.
- 1.17. “Defense Counsel” means Thomas H. Petrides and Ashley D. Stein of Vedder Price (CA), LLP.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a

notice of appeal from the Judgment; or if a timely appeal or writ from the Judgment is filed, the day after the appellate court affirms the Judgment or dismisses the appellate proceeding and issues a remittitur with no right to pursue further appeals, writs or relief.

- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means a non-revisionary \$463,243.00, which is the total maximum amount JBT agrees to pay towards the Settlement of all claims, plus an additional amount to cover Class Counsel fees as described in Paragraph 3.5.3 blow. Except as specifically provided in Paragraphs 3.2 to 3.5, below, the Gross Settlement Amount shall be used to pay for Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments and the Administrator’s Expenses Payment, as defined and described in further detail below. JBT will separately pay for any required employer payroll taxes.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i), to 75% of the PAGA Penalties recovered pursuant to this Settlement.
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties to be paid to the LWDA under Labor Code section 2699, subd. (i).

- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for JBT for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from September 17, 2018 to the date the Court grants the Preliminary Approval of the Settlement.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means Plaintiff’s September 17, 2019 letter to JBT and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties (\$40,000) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$10,000.00) and the 75% to LWDA (\$30,000.00) in settlement of PAGA claims. The PAGA Payment will be apportioned 100% to penalties and reported as 1099 income.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiffs” mean Cesar Esqueda, Ernest Bell III, Jorge Nevarez and Hovsep Seropian, the named plaintiffs in the Action and each individually a “Plaintiff”.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 6.2 below.

- 1.41. “Released Parties” means: JBT and each of its former and present directors, officers, shareholders, owners, members, partners, employees, attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates, and also includes individual defendant Anthony Redon.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 7 calendar days beyond the Response Deadline has expired.
- 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. “Workweek” means any week during which a Class Member worked for JBT for at least one day, during the Class Period.
- 1.46. “Common Settlement Fund” means the Gross Settlement Amount minus (-) \$6,498.04 (which is the PTO amount allocated specifically to Defendant’s 14 current LAX employees identified in Column G of Expert Michael Craig’s, of Phoenix, “LAX Summary” first received by Class Counsel and Defendant’s counsel on August 4, 2022 and updated by Phoenix on November 16, 2022, as identified on the attached Exhibit B to this Agreement).

1. RECITALS.

- 1.1.1. On February 26, 2020, Plaintiffs commenced this Action by filing a Complaint alleging 12 causes of action against Defendant JBT and individual defendant Anthony Redon (“Redon”) for (1) Failure To Indemnify For Expenditures Incurred In Discharge Of Duties, Labor Code § 2802; (2) Coercion Labor Code § 450; (3) Unlawful Forfeiture Of Paid Time Off; (4) Illegal Terms Of Employment Labor Code §432.5; (5) Failure To Furnish Safe And Healthful Employment And Place Of Employment Labor Code §§ 6306(B), 6325, 6400(A), 6401, 6402, 6403, 6404, 6406, 6407, 6409.1, 6409 (B), 6501.5, 6501.7, 6501.8, 6501.9, 6503.5, 6504, 6505.5, 9021.9; 6423, §6427, § 6428, And §6429; (6) Failure To Comply With Wage Theft Prevention Act, Labor Code § 2810.5; (7) Failure To Pay Minimum Wage Labor Code §§ 1197, 1194, 1194.2, 1197.1, La Admin Code § 10.37.2; (8) Failure To Provide Accurate Itemized Wage Statements (Violation Of California Labor Code §§ 226(A), 246(I), 247.5(A); (9) Waiting Time Penalties (Violation Of California Labor Code §§ 201, 202, 203); (10) Injunctive Relief;

(11) For Penalties, Pursuant To Labor Code § 2699(F) For Violations Of Labor Code §§ 201-203, 226, 246(I) 247.5(A), 450, 432.5, 1197, 1194, 1194.2, 1197.1, 2802, 6306(B), 6325, 6400(A), 6401, 6402, 6403, 6404, 6406, 6407, 6409.1, 6409 (B), 6501.5, 6501.7, 6501.8, 6501.9, 6503.5, 6504, 6505.5. 9021.9; 2810.5; 227.3; 6423, §6427, 6428, And §6429; and (12) Unfair Business Practices In Violation Of California Business And Professions Code §§ 17200-17208.

- 1.1.2. On August 30, 2021, Plaintiffs filed a First Amended Complaint alleging 9 causes of action against Defendants for (1) Failure To Indemnify For Expenditures Incurred In Discharge Of Duties (Labor Code § 2802); (2) Failure To Pay For Accrued Time Off; (3) Whistleblower Violations California Labor Code §§ 1102.5, 6410; (4) Failure To Pay Minimum Wage Labor Code §§ 1197, 1194, 1194.2, 1197.1, La Admin. Code § 10.37.2; (5) Failure To Provide Accurate Itemized Wage Statements (Violation Of California Labor Code §§ 226(A); (6) Waiting Time Penalties (Violation Of California Labor Code § 201, 202, 203); (7) Injunctive Relief; (8) For Penalties, Pursuant To Labor Code § 2699(F) For Violations Of Labor Code §§ 201-203, 226, 246(I), 247.5, 450, 432.5, 1197, 1194, 1194.2, 1197.1, 2802, 6306(B), 6325, 6400(A), 6401, 6402, 6403, 6404, 6406, 6407, 6409.1, 6409 (B), 6501.5, 6501.7, 6501.8, 6501.9, 6503.5, 6504, 6505.5. 9021.9; 2810.5; 227.3; 6423, §6427, § 6428, And §6429; (9) Unfair Business Practices In Violation Of California Business And Professions Code §§ 17200-17208. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”)
- 1.1.3. JBT denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 1.2. Pursuant to Labor Code section 2699.3, subd.(a) and (b)(1), Plaintiffs gave timely written notice to Defendants and the LWDA and Division of Occupational Safety and Health (“Division”) by sending the PAGA Notice on September 17, 2019.
- 1.3. On February 4, 2021, the parties attended a Mandatory Settlement Conference (“MSC”) with Honorable Judge James R. Dunn. The Parties did not reach a settlement at that time, but continued to engage in settlement discussions thereafter. On June 28, 2021, the parties attended a mediation with Mediator Ms. Lisa Klerman, Esq.. The Parties did not reach a settlement at that time but continued to engage in settlement discussions thereafter. On August 5, 2022, the Parties participated in an all-day mediation with Honorable Lisa Cole (Ret.). Once again, the Parties did not reach a settlement at the mediation but continued in good faith to engage in settlement discussions thereafter which finally led to the Parties’ agreement to settle the Action. The Parties memorialized their agreement by signing a Settlement Term Sheet effective August 26, 2022. This Agreement supersedes and replaces the Settlement Term Sheet.

- 1.4. Prior to mediation and negotiating the Settlement, Plaintiffs obtained substantial payroll and other data related to Class Members for mediation purposes, through formal and informal discovery, including but not limited to, propounding written discovery requests and interrogatories, and production of documents. The Parties also had Phoenix prepare PTO calculations of potential PTO amounts owed. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 1.5. The Court has not granted class certification in this Action.
- 1.6. On October 27, 2021, Plaintiff Cesar Esqueda filed a Complaint against JBT and two individual defendants in the Los Angeles County Superior Court, Southwest Judicial District, Case No.: 21TRCV00791 (the "Individual Action"), relating to his termination from employment by JBT.
- 1.7. On June 20, 2022, the Court in this Action ruled that the Individual Action was not related to this Action.
- 1.8. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

2. MONETARY TERMS.

- 2.1. Gross Settlement Amount. JBT promises to pay \$463,243.00 towards the settlement of all claims as the Gross Settlement Amount, plus an additional amount to cover separately the remaining portion of Class Counsel Fees, as described below. JBT will also separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. JBT has no obligation to pay the Gross Settlement Amount or any payroll taxes or Class Counsel Fees prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to JBT.

3. SETTLEMENT ALLOCATION

- 3.1. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2. Paid Time Off Claims for Current and Former Employees – \$163,243.00 will be allocated to the PTO claims, of which \$6,498.04 will be allocated specifically to

Defendant's 14 current LAX employees identified in Column G of Expert Michael Craig's, of Phoenix, "LAX Summary" initially received by Class Counsel and Defendant's counsel on August 4, 2022 and updated by Phoenix on November 16, 2022, as identified on the attached Exhibit B to this Agreement).

- 3.3. In determining the \$6,498.04 amount owed to current LAX employees, the Parties are reasonably relying on the Administrator's calculations as received by the Parties and reflected in Exhibit B attached to this Agreement. The 14 identified LAX employees will be given the option, via the Court approved Notice Packet following Preliminary Approval, of either receiving a payment for the PTO amount or having the hours added to their PTO leave bank if employed by JBT at the time. This \$6,498.04 amount is not considered part of the Common Settlement Fund so that Class Counsel Fees are not paid out of this recovery.
- 3.4. The remaining balance of \$156,744.96 allocated to the PTO claims will become part of the Common Settlement Fund for all purposes as described below.
- 3.5. PAGA and All Other Claims. \$300,000.00 will be allocated as settlement of all other claims alleged in the Operative Complaint ("PAGA and Other") to be part of the Common Settlement Fund. The total Common Settlement Fund, when combining this amount with the remaining Paid Time Off Claims settlement amount, will be \$456,744.96.
 - 3.5.1. Common Settlement Fund and Net Settlement Amount. From the Common Settlement Fund, and subject to Court approval, one-third (1/3) will be allocated to Class Counsel Fees (estimated to be \$152,248.32) and all other settlement costs will be paid from the Common Settlement Fund, including Class Counsel's Litigation Expenses (not to exceed \$30,000), Phoenix Settlement Administration Expenses (not to exceed \$25,000), Class Representative Service Payments (\$5,000 to each Class Representative up to \$20,000 total), and the PAGA Payment (\$40,000), as described below. The remaining Net Settlement Amount will be distributed to all Participating Class Members on a pro-rata workweek basis, calculated based on the total number of workweeks during the Class Period. (80% of the individual settlement payments to Participating Class Members will be allocated to penalties, expenses and interest and reported as 1099 income, and 20% will be allocated to wages and reported as W-2 income.)
 - 3.5.2. To Plaintiffs: Class Representative Service Payment to each proposed Class Representative of not more than \$5,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). JBT will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount

requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment. Proposed Class Representatives understand that Service Payments to class representatives are discretionary, and there is no presumption of fairness in reviewing them. (*Golba v. Dick's Sporting Goods, Inc.*, 238 Cal. App. 4th 1251, 1272).

3.5.3. To Class Counsel: Defendant will not oppose a motion to be filed by Class Counsel for Class Counsel Fees in an amount not to exceed \$300,000.00, subject to approval by the Court. The Parties agree that 1/3 of the Common Settlement Fund (estimated to be \$152,248.32) will be allocated towards the payment of the Class Counsel Fees as awarded by the Court. Separate from the Gross Settlement Amount of \$463,243.00, Defendant agrees to separately pay up to an additional \$147,751.68 towards Attorney's Fees to cover the difference between the 1/3 of the Common Settlement Fund and the total amount of Class Counsel Fees awarded by the Court (up to \$300,000). The Class Counsel Fees Payment motion will assert, *inter alia*, that because Plaintiffs were the catalysts to JBT's change of PTO policies, the substantial benefit and public interest prongs of C.C.P. § 1021.5 are met. Specifically, the fee motion will include that pursuant to section 1021.5, the Court may award attorney fees to a "successful party" in any action that has resulted in the enforcement of an important right affecting the public interest if: (a) a significant benefit, whether pecuniary or nonpecuniary, has been conferred on the general public or a large class of persons, (b) the necessity and financial burden of private enforcement are such as to make the award appropriate, and (c) **such fees should not in the interest of justice be paid out of the recovery, if any.** (*See Doran v. Vicorp Rests., Inc.*, 407 F. Supp. 2d 1120, 2005 U.S. Dist. LEXIS 40747). Should the Court grant less than \$300,000 in Class Counsel Fees as a result of the Class Counsel Fees Payment motion, Defendant agrees to pay the difference between the amount approved by the Court and the amount available from the 1/3 of the Common Settlement Fund. The Class Counsel Fees will be reported as Form 1099 income to Class Counsel and will be subject to Class Counsel providing JBT with a signed Form W-9.

3.5.4. JBT will not oppose Plaintiffs' request for Class Counsel Litigation Expenses Payment of not more than \$30,000.00. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel (other than stated in this Agreement) arising from any claim to any portion of the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms.

Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds JBT harmless, and indemnifies JBT, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$25,000.00, including the costs incurred by Expert Michael Craig with respect to the PTO calculations as mutually agreed by the Parties, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$25,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest, expenses, and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$40,000.00 to be paid from the Gross Settlement Amount, with 75% (\$30,000.00) allocated to the LWDA PAGA Payment and 25% (\$10,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees 25% share of PAGA Penalties (\$10,000.00) by the total number of PAGA Period Workweeks worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Workweeks. The Individual

PAGA Payments are penalties and will not be subject to wage withholdings. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Members and Aggrieved Employees. Based on a review of its records to date, JBT estimates there are approximately 355 Class Members who worked during the Class Period, and approximately 321 Aggrieved Employees who worked during the PAGA Period.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, JBT will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. JBT has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which JBT must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. JBT shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay JBT's share of payroll taxes and Class Counsel Fees by transmitting the funds to the Administrator no later than 15 business days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 10 days after JBT funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S.

Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 3 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate JBT to confer any additional benefits or make any additional payments, credits, contributions or amounts to Class Members under any benefit plans (such as 401(k) contributions, profit-sharing plan amounts, paid time off hours or credits, bonuses, or any other benefits) beyond those specified in this Agreement. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, payments, credits or amounts to which any Class Members may be entitled under any benefit plans or programs.

5. [RESERVED.]

6. RELEASES OF CLAIMS. Effective on the date when JBT fully funds the entire Gross Settlement Amount, Class Counsel Fees, and funds all employer payroll taxes owed on the

Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 6.1 Plaintiffs' Release. Plaintiffs Cesar Esqueda, Ernest Bell III, Jorge Nevarez and Hovsep Seropian, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns, hereby generally release and discharge Released Parties from all known and unknown claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint; (b) all PAGA claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint, Plaintiffs' PAGA Notice, or ascertained during the Action and Released under 6.2, below; and a general release of all known and unknown claims that each has or could have against JBT and the Released Parties that occurred or arose at any time prior to or during the Class Period, including but not limited to any claims for wrongful termination, breach of contract, tort, fraud, defamation, emotional distress or any other common law claims, and any claims based on any federal, state or local statute, law, regulation or ordinance relating to employment, including but not limited to the California Fair Employment and Housing Act, the California Family Rights Act, the California Labor Code and any applicable Wage Order, and the California Business and Professions Code ("Plaintiffs' Release"), except that, solely with respect to Plaintiff Cesar Esqueda, specifically excluded from the general release and Section 1542 waiver is the claims currently pending in his individual lawsuit filed against JBT in the Los Angeles County Superior Court, Torrance Branch, Case No. 21TRCV00791 (the "Individual Action") and Plaintiff Esqueda shall be permitted to pursue the claims currently alleged in the Individual Action. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- 6.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

6.2 Release by Participating Class Members: Upon entry of Final Judgment, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including, any and all claims involving any alleged (a) FAILURE TO INDEMNIFY FOR EXPENDITURES INCURRED IN DISCHARGE OF DUTIES (LABOR CODE § 2802); (b) FAILURE TO PAY FOR ACCRUED TIME OFF; (c) FAILURE TO PAY MINIMUM WAGE (LABOR CODE §§ 1197, 1194, 1194.2, 1197.1 and LA ADMIN. CODE § 10.37.2); (d) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (VIOLATION OF LABOR CODE §§ 226(a)); (e) WAITING TIME PENALTIES (VIOLATION OF LABOR CODE §§ 201, 202 and 203); (f) PENALTIES, PURSUANT TO LABOR CODE § 2699(f), FOR VIOLATIONS OF LABOR CODE §§ 201-203, 226, 227.3, 246(i), 247.5, 450, 432.5, 1194, 1194.2, 1197, 1197.1, 2802, 2810.5, 6306(b), 6325, 6400(a), 6401, 6402, 6403, 6404, 6406, 6407, 6409.1, 6409(b), 6423, 6427, 6428, §6429, 6501.5, 6501.7, 6501.8, 6501.9, 6503.5, 6504, 6505.5 and 9021.9; (g) UNFAIR BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE §§ 17200-17208 based on any of the alleged violations; and (h) injunctive relief based on any violations alleged in the Operative Complaint. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

6.3 Release by Participating and Non-Participating Class Members Who Are Aggrieved Employees: All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, and ascertained in the course of the Action, including, (a) any and all claims involving any alleged violations of Labor Code §§ 201-203, 226, 227.3, 246(i), 247.5, 450, 432.5, 1194, 1194.2, 1197, 1197.1, 2802, 2810.5, 6306(b), 6325, 6400(a), 6401, 6402, 6403, 6404, 6406, 6407, 6409.1, 6409(b), 6423, 6427, 6428, §6429, 6501.5, 6501.7, 6501.8, 6501.9, 6503.5, 6504, 6505.5, and 9021.9.

6.4 Execution by Plaintiff Cesar Esqueda:

6.4.1. If Plaintiff Cesar Esqueda executes this Agreement, Cesar Esqueda understands and agrees that Service Payments to class representatives are intended to compensate class representatives for the work and risk undertaken on behalf of the class. A Service

Payment may be appropriate to induce someone to serve as a class representative. In determining whether to make a Service Payment, the Court may consider (1) the risk, both financial and otherwise, the class representative faced in bringing the suit; (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation; and (5) ***the personal benefit received by the class representative as a result of the litigation.*** See, *Golba v. Dick's Sporting Goods, Inc.*, 238 Cal. App. 4th 1251, 1272. Therefore, any personal benefit(s) received by Plaintiff Cesar Esqueda in his Individual Action must be fully disclosed to the Court to the extent required by the Court. If necessary, Plaintiff Esqueda and/or JBT will submit a declaration of any benefits paid or to be paid to Esqueda regarding the Individual Action.

6.4.2. If Plaintiff Cesar Esqueda does not execute this Agreement, (1) this Agreement remains fully binding and enforceable as to the remaining proposed Class Representatives; (2) Cesar Esqueda will not receive his Service Award and will not become a Class Representative; (3) Cesar Esqueda may remain a member of the Class; and (4) the Parties will proceed to obtain the Court's approval of the settlement of the class action. Pursuant to the Rules of the Professional Conduct and candor toward the tribunal, the Parties will fully disclose to the Court the existence of Cesar Esqueda's Individual Action and the Parties agree to work cooperatively to resolve that issue, so that the interest of the Class is advanced, including holding a status conference with the Court, an unopposed motion filed by Defendant to disqualify Plaintiff Esqueda as a proposed Class Representative, and/or a Declaration filed by Class Counsel supporting settlement of the Class Action.

7. **MOTION FOR PRELIMINARY APPROVAL.** Class Counsel agrees to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals, subject to review and approval by counsel for JBT prior to filing.

7.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a "not to exceed" bid from Phoenix for administering the Settlement; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a) and (b)(1)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2))); (vii) a redlined version of the

Parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Class Counsel shall also provide a copy of the final Judgment to the LWDA pursuant to the requirements of Labor Code section 2699, subd. (l)(3).

- 7.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later December 8, 2022; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

- 8.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Settlement Solutions ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall request and obtain from the IRS an appropriate Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities, including required forms 1099 and W-2, as applicable. The Administrator shall be responsible for calculating, withholding, reporting and transmitting all required state and federal taxes relating to this Settlement.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under Section 468B of the Internal Revenue Code of 1986, as amended, and US Treasury Regulation section 468B-1 and shall

act as a fiduciary with respect to the handling, management, reporting and distribution of the funds in a manner necessary to qualify and maintain the funds as a QSF.

8.4. Notice to Class Members.

8.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Class Period Workweeks, and PAGA Period Workweeks in the Class Data.

8.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit “A”. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class Period Workweeks and PAGA Period Workweeks (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.3. The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 7 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.4. If the Administrator, JBT or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 7 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

- 8.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 7 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.
- 8.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 8.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.
- 8.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 7 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via telephone, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation via email or mail. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide

copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representatives Service Payments.

8.7.2 Participating Class Members may send written objections to the Administrator by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 7 days for Class Members whose Class Notice was re-mailed).

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.7.4 Objecting Class Members Not Entitled to Attorneys' Fees: The Parties expressly agree that objecting Class Members are not entitled to recover any attorneys' fees or costs from Class Counsel's fee award. This Agreement specifically bars recovery of attorneys' fees and costs for objectors even if the objection has added genuine value to the Settlement. Furthermore, nothing in this Agreement, express or implied, creates any obligation on the part of any of the Defendants to pay any attorneys' fees or costs to an objector, even if such fees and costs are ordered to be paid by the Court.

8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

- 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 8.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 8.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel,

a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. [RESERVED.]

10. JBT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 15% of the total of all Class Members, JBT may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if JBT withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, JBT will remain responsible for paying all Settlement Administration Expenses incurred to that point. JBT must notify Class Counsel and the Court of its election to withdraw not later than 3 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing

settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS.

13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by JBT that any of the allegations in the Operative Complaint have merit or that JBT has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that JBT's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant

Preliminary Approval, Final Approval or enter Judgment, JBT reserves the right to contest certification of any class for any reasons, and JBT reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest JBT's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, JBT and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, JBT and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. Plaintiffs and Plaintiffs' Counsel further agree that they will not at any time, either before or after Preliminary Approval, issue any press or media releases about the Settlement, or post information about the Settlement on any media site, or engage in any advertising or distribution of any marketing materials relating to the Settlement that in any manner identifies Defendant JBT, including but not limited to any postings on any websites maintained by Class Counsel, except that Class Counsel may identify this Settlement in other litigation matters to demonstrate to the court in such other matters Class Counsel's adequacy to serve as class counsel in such matters. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members, Class Counsel's communications with the Court or LWDA regarding this Settlement, or the Administrator's posting of the Settlement as provided in this Agreement.

13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 13.4 Integrated Agreement. Upon execution by a majority of the Plaintiffs and JBT, and their respective counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding the Settlement Term Sheet any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by the majority of Plaintiffs and JBT, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8 No Tax Advice. Neither Plaintiff, Class Counsel, JBT nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by a majority of the Plaintiffs and JBT or their representatives, and approved by the Court.
- 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 13.12 Labor Code Sections 206 and 206.5. The Parties agree that this Settlement involves the settlement of highly contested and disputed claims, such that the provisions of California Labor Code sections 206 and 206.5 are not applicable to this Settlement and shall not apply to the releases required by this Agreement.
- 13.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.14 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by JBT in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from JBT unless, prior to the Court's discharge of the Administrator's obligation, JBT makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 13.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.17 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.18 Policy Change – Defendant will agree to amend its Paid Time Off Policy with respect to Defendant's LAX employees as part of the Settlement Agreement and that such change will comply with the Los Angeles Living Wage Ordinance and allow Class Counsel to present to the Court that the litigation resulted in a policy change that benefitted the employees.
- 13.19 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

MIRZAYAN LAW, APLC
Natalie Mirzayan, Esq.
26632 Towne Centre Drive, Suite 300
Foothill Ranch, California 92610
Telephone: (949) 285-3550
mirzayanlaw@outlook.com

To JBT:

VEDDER PRICE (CA), LLP
Thomas H. Petrides
tpetrides@vedderprice.com
Ashley D. Stein
astein@vedderprice.com
1925 Century Park East, Suite 1900
Los Angeles, California 90067
T: +1 424 204 7700
F: +1 424 204 7702

- 13.20 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 13.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

ACCEPTED AND AGREED

CESAR ESQUEDA HEREBY ACKNOWLEDGES AND UNDERSTANDS (1) THAT NATALIE MIRZAYAN, ESQ. IS NOT HIS ATTORNEY IN HIS INDIVIDUAL ACTION, HAS BEEN RELIEVED BY THE COURT AS OF MAY 3, 2022, HAS NOT PROVIDED LEGAL ADVICE THEREAFTER AS TO HIS INDIVIDUAL ACTION, AND WILL NOT PROVIDE ANY LEGAL ADVICE AS TO HIS INDIVIDUAL ACTION; AND (2) HE HAS BEEN AFFORDED THE OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE AND CONFIRMS BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT THAT HE HAS EITHER DONE SO OR WAIVED HIS RIGHT TO DO SO IN CONNECTION WITH ENTERING INTO THIS AGREEMENT SINCE THE

RELEASE PROVIDED IN THIS AGREEMENT MAY AFFECT HIS INDIVIDUAL ACTION.

Plaintiff Cesar Esqueda

Dated

Plaintiff Ernest Bell III

Dated

Plaintiff Jorge Nevarez

Dated

Plaintiff Hovsep Seropian

Dated

Class Counsel – Natalie Mirzayan, Esq.

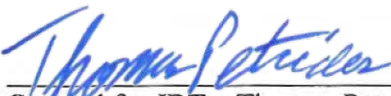
Dated

Defendant JBT

By: 

12/7/22
Dated

Title: EVP, General Counsel



Counsel for JBT – Thomas Petrides, Esq.
Vedder Price (CA) LLP

12/07/2022
Dated

RELEASE PROVIDED IN THIS AGREEMENT MAY AFFECT HIS INDIVIDUAL ACTION.

Plaintiff Cesar Esqueda

Dated

Plaintiff Ernest Bell III

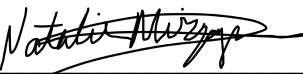
Dated

Plaintiff Jorge Nevarez

Dated

Plaintiff Hovsep Seropian

Dated



Class Counsel – Natalie Mirzayan, Esq.

December 8, 2022

Dated

Defendant JBT

By: _____

Dated

Title: _____

Counsel for JBT – Thomas Petrides, Esq.
Vedder Price (CA) LLP

Dated

RELEASE PROVIDED IN THIS AGREEMENT MAY AFFECT HIS INDIVIDUAL ACTION.

Plaintiff Cesar Esqueda

Dated

Plaintiff Ernest Bell III

Dated

Plaintiff Jorge Nevarez

Dated

Hovsep Seropian

Dec 7, 2022

Plaintiff Hovsep Seropian

Dated

Class Counsel – Natalie Mirzayan, Esq.

Dated

Defendant JBT

By: _____

Dated

Title: _____

Counsel for JBT – Thomas Petrides, Esq.
Vedder Price (CA) LLP

Dated

EXHIBIT "B"

Employee ID	Current Employee Hire Date	Hours Owed	Amount Owed
			\$ (6,498.04)
9	2/18/2016	-7.92	\$ (166.32)
11	5/9/2017	-23.92	\$ (609.96)
12	9/15/2015	-1.92	\$ (42.34)
15	3/23/2020	-32.00	\$ (705.60)
26	5/9/2017	-4.92	\$ (108.24)
57	4/2/2019	-7.18	\$ (157.96)
72	8/27/2019	-23.36	\$ (584.00)
100	5/9/2017	-1.92	\$ (42.34)
110	1/22/2012	-6.00	\$ (150.00)
158	5/8/2017	-13.92	\$ (320.16)
165	3/9/2020	-8.00	\$ (176.00)
178	5/8/2017	-5.92	\$ (124.32)
204	9/1/2011	-102.14	\$ (2,962.06)
221	6/30/2013	-14.84	\$ (348.74)

Signature: 
Hovsep Seropian (Dec 7, 2022 09:50 PST)

Email: xfedaye@gmail.com

FINAL Class and PAGA Settlement Agreement (Esqueda et al. v. JBT)(58291741.9) with Exhibits A-B

Final Audit Report

2022-12-07

Created:	2022-12-07
By:	Natalie Mirzayan (mirzayanlaw@outlook.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-gK7Hd_Geh6FB0IcTtJRkM3q-UVhKlrz


"FINAL Class and PAGA Settlement Agreement (Esqueda et al. v. JBT)(58291741.9) with Exhibits A-B" History

 Document created by Natalie Mirzayan (mirzayanlaw@outlook.com)

2022-12-07 - 5:42:18 PM GMT- IP address: 76.219.206.162

 Document emailed to xfedaye@gmail.com for signature

2022-12-07 - 5:43:51 PM GMT

 Email viewed by xfedaye@gmail.com

2022-12-07 - 5:45:14 PM GMT- IP address: 107.77.229.203

 Signer xfedaye@gmail.com entered name at signing as Hovsep Seropian

2022-12-07 - 5:50:15 PM GMT- IP address: 107.77.229.203

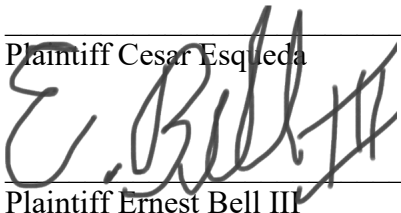
 Document e-signed by Hovsep Seropian (xfedaye@gmail.com)

Signature Date: 2022-12-07 - 5:50:17 PM GMT - Time Source: server- IP address: 107.77.229.203

 Agreement completed.

2022-12-07 - 5:50:17 PM GMT

RELEASE PROVIDED IN THIS AGREEMENT MAY AFFECT HIS INDIVIDUAL ACTION.

Plaintiff Cesar Esqueda


Plaintiff Ernest Bell III

Dated

December 6, 2022

Dated

Plaintiff Jorge Nevarez

Dated

Plaintiff Hovsep Seropian

Dated

Class Counsel – Natalie Mirzayan, Esq.

Dated

Defendant JBT

By: _____

Dated

Title: _____

Counsel for JBT – Thomas Petrides, Esq.
Vedder Price (CA) LLP

Dated

RELEASE PROVIDED IN THIS AGREEMENT MAY AFFECT HIS INDIVIDUAL ACTION.

Cesar Esqueda

Plaintiff Cesar Esqueda

Dec 8, 2022

Dated

Plaintiff Ernest Bell III

Dated

Plaintiff Jorge Nevarez

Dated

Plaintiff Hovsep Seropian

Dated

Class Counsel – Natalie Mirzayan, Esq.

Dated

Defendant JBT

By: _____

Dated

Title: _____

Counsel for JBT – Thomas Petrides, Esq.
Vedder Price (CA) LLP

Dated

EXHIBIT “B”

Employee ID	Current Employee Hire Date	Hours Owed	Amount Owed
			\$ (6,498.04)
9	2/18/2016	-7.92	\$ (166.32)
11	5/9/2017	-23.92	\$ (609.96)
12	9/15/2015	-1.92	\$ (42.34)
15	3/23/2020	-32.00	\$ (705.60)
26	5/9/2017	-4.92	\$ (108.24)
57	4/2/2019	-7.18	\$ (157.96)
72	8/27/2019	-23.36	\$ (584.00)
100	5/9/2017	-1.92	\$ (42.34)
110	1/22/2012	-6.00	\$ (150.00)
158	5/8/2017	-13.92	\$ (320.16)
165	3/9/2020	-8.00	\$ (176.00)
178	5/8/2017	-5.92	\$ (124.32)
204	9/1/2011	-102.14	\$ (2,962.06)
221	6/30/2013	-14.84	\$ (348.74)

Signature: 
Cesar E. Queda (Dec 8, 2022 09:55 PST)

Email: c.e_e@live.com


FINAL Class and PAGA Settlement Agreement (Esqueda et al. v. JBT)(58291741.9) with Exhibits A-B


Final Audit Report

2022-12-08


Created:	2022-12-07
By:	Natalie Mirzayan (mirzayanlaw@outlook.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFN4B-7WLjfmCSZ2ih4KQXSvyDLcwmhcO


"FINAL Class and PAGA Settlement Agreement (Esqueda et al. v. JBT)(58291741.9) with Exhibits A-B" History


 Document created by Natalie Mirzayan (mirzayanlaw@outlook.com)
2022-12-07 - 5:44:51 PM GMT- IP address: 76.219.206.162

 Document emailed to c.e_e@live.com for signature
2022-12-07 - 5:45:43 PM GMT

 Email viewed by c.e_e@live.com
2022-12-07 - 9:26:15 PM GMT- IP address: 174.193.137.172

 Signer c.e_e@live.com entered name at signing as Cesar Esqueda
2022-12-08 - 5:55:25 PM GMT- IP address: 174.193.195.50

 Document e-signed by Cesar Esqueda (c.e_e@live.com)
Signature Date: 2022-12-08 - 5:55:27 PM GMT - Time Source: server- IP address: 174.193.195.50

 Agreement completed.
2022-12-08 - 5:55:27 PM GMT

RELEASE PROVIDED IN THIS AGREEMENT MAY AFFECT HIS INDIVIDUAL ACTION.

Plaintiff Cesar Esqueda

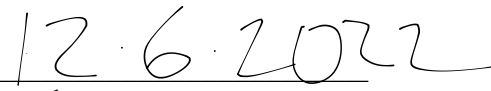
Dated

Plaintiff Ernest Bell III

Dated



Plaintiff Jorge Nevarez



Dated

Plaintiff Hovsep Seropian

Dated

Class Counsel – Natalie Mirzayan, Esq.

Dated

Defendant JBT

By: _____

Dated

Title: _____

Counsel for JBT – Thomas Petrides, Esq.
Vedder Price (CA) LLP

Dated

EXHIBIT “A”
COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL

*(Cesar Esqueda, et al., v. John Bean Technologies Corporation, et al., Superior Court of the
State of California, County of Los Angeles, Case No. 20STCV07367)*

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against John Bean Technologies Corporation (“JBT”) for alleged wage and hour violations. The Action was filed by former JBT employees Cesar Esqueda, Ernest Bell III, Jorge Nevarez and Hovsep Seropian (“Plaintiffs”) and seeks payment for (1) failure to indemnify for expenditures incurred in discharge of duties; (2) failure to pay for accrued paid time off; (3) failure to pay minimum wage; (4) failure to provide accurate itemized wage statements; (5) waiting time penalties; (6) unfair business practices in violation of California Business and Professions Code §§ 17200-17208; and (7) injunctive relief for a class of hourly employees (“Class Members”) who worked for JBT at Los Angeles International Airport (“LAX”) and/or Ontario International Airport (“ONT”) during the Class Period from February 21, 2016 to the date the Court grants Preliminary Approval of the Settlement; and (8) penalties under the California Private Attorneys General Act (“PAGA”) for all hourly employees who worked for JBT at LAX and/or ONT during the PAGA Period from September 17, 2018 to the date the Court grants Preliminary Approval of the Settlement (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring JBT to fund Individual Class Payments, and (2) a PAGA Settlement requiring JBT to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on JBT’s records, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to JBT’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on JBT’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

[For Certain Current LAX Employees Only] [Additionally, you have been identified as a current LAX employee who is owed additional Vacation/PTO hours under the Los Angeles Living Wage Ordinance in the amount of ____ **hours**, which equaled \$ ____ at the time of the Settlement. You have the right to either receive this dollar amount as a cash payment, less tax deductions, or elect to have the hours credited to your current JBT Vacation/PTO account if still employed by JBT at the time. If you want the hours credited, you will need to notify the Administrator of this choice in writing, not later than _____. Otherwise, the dollar amount will be paid to you as part of the settlement.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires JBT to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against JBT.

If you worked for JBT at LAX or ONT during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against JBT.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against JBT, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

JBT will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against JBT that are covered by this Settlement (Released Claims).
-----------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is _____</p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and <u>no longer eligible</u> for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. JBT must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by _____</p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class.</p>
<p>You Can Participate in the _____ Final Approval Hearing</p>	<p>The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by _____</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to JBT's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former JBT employees. The Action accuses JBT of violating California labor laws by (1) failing to indemnify employees for expenditures incurred in discharge of their duties; (2) failing to pay for accrued paid time off; (3) failing to pay minimum wage; (4) failing to provide accurate itemized wage statements; (5) waiting time penalties; (6) unfair business practices in

violation of California Business and Professions Code §§ 17200-17208; and (7) injunctive relief based on the same claims. Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”) based on alleged Labor Code violations, including failing to furnish employees with a safe and healthful place of employment. Plaintiffs are represented by attorneys (“Class Counsel”) in the Action:

MIRZAYAN LAW, APLC
Natalie Mirzayan, Esq.
26632 Towne Centre Drive, Suite 300
Foothill Ranch, California 92610
Telephone: (949) 285-3550
mirzayanlaw@outlook.com

JBT strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether JBT or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and JBT hired an experienced, neutral mediator, retired judge Hon. Lisa Cole, in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were ultimately successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and JBT have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, JBT does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) JBT has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. JBT Will Pay \$463,243.00 as the Gross Settlement Amount (Gross Settlement). JBT has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, JBT will fund the Gross Settlement not more than 15 business days after the Judgment entered by the Court become final. The Judgment will

be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. From the Gross Settlement, \$6,498.04 will be allocated to certain current LAX employees as Vacation/PTO amounts under the Los Angeles Living Wage Ordinance, as previously calculated by a neutral third-party. These employees will have the option of either receiving a cash payment for their individual share, or having the equivalent hours added to their current JBT Vacation/PTO leave bank. After deducting the \$6,498.04 amount from the Gross Settlement, the remaining balance of \$456,744.96 will be the Common Settlement Fund.
 - B. From the Common Settlement Fund, and subject to Court approval, one-third (1/3) will be allocated to Class Counsel for Attorney's Fees (estimated to be \$152,248.32) and Class Counsel's Attorney's Costs (not to exceed \$30,000) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - C. JBT agrees to separately pay up to an additional \$147,751.68 towards Attorney's Fees, which will not be taken out of the \$456,744.96 Common Settlement Fund. Rather, this amount is to cover the difference between the 1/3 of the Common Settlement Fund and the total amount of Attorney's Fees awarded by the Court (up to \$300,000) because Plaintiffs were the catalysts to JBT's change of PTO policies conferring substantial benefit to the public interest in accordance with C.C.P. §1021.5, which authorizes the Court to award attorney fees to a "successful party" in any action that has resulted in the enforcement of an important right affecting the public interest.
 - D. Up to \$5,000.00 as a Class Representative Award for each of the proposed Class Representatives for filing the Action, working with Class Counsel and representing the Class. Class Representative Awards will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
 - E. Up to \$25,000.00 to the Administrator for services administering the Settlement, including the previous calculation of the Vacation/PTO amounts.
 - F. Up to \$40,000.00 for PAGA Penalties, allocated 75% (\$30,000) to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Workweeks.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Common Settlement Fund (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and JBT are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest, and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. JBT will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. You Need to Promptly Cash Your Individual Settlement Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against JBT.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible

for Individual PAGA Payments and are required to give up their right to assert PAGA claims against JBT based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and JBT have agreed that, in either case, the Settlement will be void: JBT will not pay any money and Class Members will not release any claims against JBT.
8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Settlement Solutions (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and JBT has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against JBT or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Upon entry of Final Judgment, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including, any and all claims involving any alleged (a) Failure To Indemnify For Expenditures Incurred In Discharge Of Duties (Labor Code § 2802); (b) Failure To Pay For Accrued Time Off; (c) Failure To Pay Minimum Wage (Labor Code §§ 1197, 1194, 1194.2, 1197.1 and LA Admin. Code § 10.37.2); (d) Failure To Provide Accurate Itemized Wage Statements (Violation Of Labor Code §§ 226(a)); (e) Waiting Time Penalties (Violation Of Labor Code §§ 201, 202 and 203); (f) Penalties, Pursuant To Labor Code § 2699(f), For Violations Of Labor Code §§ 201-203, 226, 227.3, 246(i), 247.5, 450, 432.5, 1194, 1194.2, 1197, 1197.1, 2802, 2810.5, 6306(b), 6325, 6400(a), 6401, 6402, 6403, 6404, 6406, 6407, 6409.1, 6409(b), 6423, 6427, 6428, §6429, 6501.5, 6501.7, 6501.8, 6501.9, 6503.5, 6504, 6505.5 and 9021.9; (g) Unfair Business Practices In Violation Of California Business And Professions Code §§ 17200-17208 based on any of the alleged

violations; and (h) injunctive relief based on any violations alleged in the First Amended Complaint.

Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and JBT has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against JBT, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against JBT or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, and ascertained in the course of the Action, including, (a) any and all claims involving any alleged violations of Labor Code §§ 201-203, 226, 227.3, 246(i), 247.5, 450, 432.5, 1194, 1194.2, 1197, 1197.1, 2802, 2810.5, 6306(b), 6325, 6400(a), 6401, 6402, 6403, 6404, 6406, 6407, 6409.1, 6409(b), 6423, 6427, 6428, §6429, 6501.5, 6501.7, 6501.8, 6501.9, 6503.5, 6504, 6505.5, and 9021.9.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$10,000.00 by the total number of PAGA Period Workweeks worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Workweeks worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Workweeks you worked during the PAGA Period, as recorded in JBT's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks credited to you during the Class Period and/or PAGA Period. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept JBT's calculation of Workweeks and/or Pay Periods based on JBT's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and JBT's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Cesar Esqueda, v. John Bean Technologies Corporation*, et al., Case No. 20STCV07367, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and JBT are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ or the Court's website <https://www.lacourt.org>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Cesar Esqueda v. John Bean Technologies Corporation*, et al., Case No. 20STCV07367 and include your name, current address, telephone number, and approximate dates of employment for JBT and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department 10 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer at your own expense to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything JBT and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 20STCV07367. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: Natalie Mirzayan, Esq.

Email Address: mirzayanlaw@outlook.com

Name of Firm: Mirzayan Law, APLC

Mailing Address: 26632 Towne Centre Drive, Suite 300

Foothill Ranch, California 92610

Telephone: (949) 285-3550

Settlement Administrator:

Name of Company: Phoenix Class Action Settlement Solutions

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.

EXHIBIT “B”

EXHIBIT “B”

Employee ID	Current Employee Hire Date	Hours Owed	Amount Owed
			\$ (6,498.04)
9	2/18/2016	-7.92	\$ (166.32)
11	5/9/2017	-23.92	\$ (609.96)
12	9/15/2015	-1.92	\$ (42.34)
15	3/23/2020	-32.00	\$ (705.60)
26	5/9/2017	-4.92	\$ (108.24)
57	4/2/2019	-7.18	\$ (157.96)
72	8/27/2019	-23.36	\$ (584.00)
100	5/9/2017	-1.92	\$ (42.34)
110	1/22/2012	-6.00	\$ (150.00)
158	5/8/2017	-13.92	\$ (320.16)
165	3/9/2020	-8.00	\$ (176.00)
178	5/8/2017	-5.92	\$ (124.32)
204	9/1/2011	-102.14	\$ (2,962.06)
221	6/30/2013	-14.84	\$ (348.74)