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DEC 05 2013
CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS
BY: Julie Crawford DEPUTY

SUPERIOR COURT OF CALIFORNIA

COUNTY OF STANISLAUS

THOMAS VEGA on behalf of himself and all others similarly situated,

Plaintiff,

vs.

SENSIENT DEHYDRATED FLAVORS, LLC f/k/a SENSIENT DEHYDRATED FLAVORS COMPANY, MICHAEL HAGOOD and DOES 1 through 100, INCLUSIVE,

Defendant.

No. 684568

Unlimited Civil Case
The Amount Demanded Exceeds $25,000

~~[PROPOSED]~~ ORDER BY FAX

a) GRANTING PRELIMINARY APPROVAL OF CLASS SETTLEMENT AND PROVISIONALLY CERTIFYING THE SETTLEMENT CLASS;

b) APPROVING THE FORM AND MANNER OF NOTICE TO PROVIDE TO THE PROPOSED SETTLEMENT CLASS;

c) APPROVING GILARDI & CO., LLC, AS CLAIMS ADMINISTRATOR;

d) SETTING A HEARING FOR FINAL APPROVAL OF THE PROPOSED SETTLEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS TO CLASS COUNSEL AND ENHANCEMENT TO CLASS REPRESENTATIVE;

e) PROVISIONALLY APPOINTING QUALLS & WORKMAN, LLP, AS CLASS COUNSEL; AND

f) PROVISIONALLY APPOINTING PLAINTIFF THOMAS VEGA AS CLASS REPRESENTATIVE.

DATE: December 5, 2013
TIME: 8:30 a.m.
DEPT: 21

On December 5, 2013, a hearing was held on plaintiff and class representative Thomas Vega's ("Plaintiff" or "Vega") unopposed application for: (i) preliminary approval of the parties' proposed settlement; (ii) approval of the notice to be sent to the class about the settlement, the claims form, and the election to opt out of class and not participate in settlement form; (iii) appointment of the settlement administrator; and (iv) setting of a date for the hearing on the parties' motion for final approval of the settlement and Plaintiff's motion for the Class Representative Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment. Daniel H. Qualls of Qualls & Workman, LLP, appeared for Plaintiff, and Van Allyn Goodwin of Littler Mendelson, P.C. appeared for Sensient Natural Ingredients, LLC, formerly known as Sensient Dehydrated Flavors, LLC ("Sensient") and Michael Hagood (collectively "Defendants").

The Court, having read and considered the materials submitted by Plaintiff in support of the motion, the arguments of counsel, , and good cause appearing therefor,

IT IS ORDERED:

1. The Court grants preliminary approval of the proposed Joint Stipulation of Class Action Settlement and Release ("Settlement") attached as Exhibit C to the Declaration of Daniel H. Qualls in Support of Joint Application for Order: (a) Granting Preliminary Approval of Class Settlement and Provisionally Certifying the Settlement Class; (b) Approving the Form and Manner of Notice to Provide to the Proposed Settlement Class and Directing That a Neutral Third Party Give Such Notice to the Proposed Settlement Class; (c) Heffler Claims, Inc., a Neutral Third Party, as Claims Administrator; (d) Setting Hearing for Final Approval of the Proposed Settlement and Award of Attorneys' Fees and Costs to Class Counsel and Enhancement to Class Representative; (e) Appointing Qualls & Workman, LLP as Class Counsel; and (e) Appointing Named Plaintiff Thomas Vega as Class Representative ["Qualls Decl."]. The terms of the Settlement appear to be within the range of possible approval as fair, adequate and reasonable, and

the product of arm's length and informed negotiations.

2. The Court also grants provisional certification of the proposed Settlement Class of all full-time fork lift operations and non-exempt production workers employed by Sensient between January 3, 2009, and the date of preliminary approval ("Class Period"), as defined by the Settlement. The Court provisionally finds that the proposed Settlement Class is sufficiently numerous such that class administration of the Class Claims is warranted. The Court further provisionally finds that the Class Claims presented in the First Amended Complaint filed by Vega present predominate common questions of law and fact among members of the Settlement Class, that Plaintiff's claims are typical of those of the Settlement Class, and that efficient administration of the claims of individual Class Members supports provisional and conditional certification of the Settlement Class. The Court further provisionally finds Qualls & Workman, LLP to be sufficiently experienced and proficient in class action proceedings that they may act as Class Counsel. The Court further provisionally finds that Thomas Vega may act as a Class Representative.

3. The Court also grants provisional approval of Plaintiff's proposed Notice of Proposed Settlement of Class Action, Preliminary Approval of Settlement, and Hearing Date for Final Court Approval ("Class Notice"), and proposed forms of Claim Form and Election to Opt Out of Class and Not Participate in Settlement (collectively the "Class Notice Packet") [Attachment A hereto] as sufficient to inform Class Members of the terms of the Settlement, their rights under the Settlement, their rights to object to the Settlement, their right to receive a Settlement Share and, their right to elect not to participate in the Settlement, the processes for doing so, and the date and location of the final approval hearing.

4. The Court further grants provisional approval and appointment of Gilardi & Co., LLC, to act as the Settlement Administrator, pursuant to the terms set forth in the Settlement.

5. Pursuant to the terms of the Settlement, as provisionally approved by the Court:

a. Any Class Member who wishes to claim his or her Settlement Share has 30 calendar days after the mailing of the Class Notice Packet to date, sign, and return his or her Claim Form ("Claims Period."). Any Claim Forms not postmarked within the Claims Period will be

considered late and will be summarily rejected by the Claims Administrator.

b. The Claims Form shall state the total approximate amount each Class Member is estimated to be entitled to receive as his or her Individual Settlement Payment under the terms of the Settlement. The Class Member may make corrections to the information appearing on the Claim Form and submit supporting documentation prior to returning the Claim Form to the Claims Administrator within the Claims Period. The timeliness and validity of any Claims Form, and any dispute regarding the data in the Claim Form and the information provided by a Class Member who submits a timely and completed Claim Form, shall be determined in strict accordance with the terms of the Settlement.

c. Any Class Member who wishes to object to the Settlement has until 30 calendar days after the mailing of the Class Notice Packet to submit a written objection pursuant to the procedures set forth in the Class Notice. Such written statement and all supporting briefs or other materials must be filed with the Court and mailed, via first class U.S. mail, to Class Counsel and Counsel for Defendants, and postmarked no later than thirty (30) days after the date on which the Claims Administrator first mails the Notice Packet to the Class Members (the "Objection/Exclusion Deadline"). Any Class Member who fails to file and serve a timely written objection within the Objection/Exclusion Deadline in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

d. Any Class Member who wishes not to participate in and to be excluded from the Settlement has until thirty (30) calendar days after the date the Settlement Administrator mails the Class Notice Packet to submit a written statement requesting exclusion from the Settlement Class. Such written request for exclusion must contain the name, address, and telephone number of the person requesting exclusion, and must be postmarked no later than the Objection/Exclusion Deadline. Class Members who submit a timely written request for exclusion will not receive a pro-rata distribution from the Net Settlement Amount.

e. If a Class Member timely submits both a timely, completed Claim Form and a timely request for exclusion from the Settlement, such Class Member shall be deemed to have

submitted only a valid Claim Form, and the request for exclusion shall be deemed null and void

f. The Claims Administrator will disseminate the Class Notice Packet according to the notice plan described in the Settlement and substantially in the form submitted by the parties. The parties will submit proof of distribution of notice at or prior to the final approval hearing. The Claims Administrator shall provide Class Counsel, Counsel for Defendants and the Court the identification of any Class Member(s) who opt out of the Settlement prior to the final approval hearing. In addition, no later than thirty (30) calendar days before the Final Approval Hearing, the Settlement Administrator shall prepare and serve on counsel for the Parties, for filing with the Court in support of Plaintiff's motion for Final Approval, a declaration of due diligence setting forth its compliance with its obligations under the terms of the Settlement.

g. Sensient shall provide to the Claims Administrator the Class Data, as specified by Agreement, within ten (10) business days after the date of this Order. The number of each Class Member's Work Weeks will be derived from their hire and termination dates in the Company's records. The Class List and Data will be treated as confidential by the Claims Administrator and will not be disclosed by the Claims Administrator to anyone, except as may be required to applicable tax authorities, pursuant to the express written consent of the Company, by order of the Court, or as may be necessary to carry out the reasonable steps described in this Settlement to locate missing Class Members

h. The Claims Administrator shall mail the approved Class Notice Packet by first-class mail to all Class Members within thirty (30) calendar days after receipt of the Class Data from Sensient. The envelope in which the Settlement Administrator will mail the Class Notice Packet shall have the following language above the Class Members' address: "Please open immediately. This letter concerns an ongoing lawsuit in which your rights may be affected."

i. Only those Class Members who submit a valid and timely Claim Form in accordance with the terms of the Settlement and the Notice approved by the Court will be entitled to be paid a share of the Net Settlement Amount, as defined in and determined in strict accordance with the terms of the Settlement. Any Class Member who does not submit a valid and timely Claim Form will not be entitled to any share of the Net Settlement Amount and his or her share of

the Net Settlement Amount will not be distributed or reapportioned to other Class Members.

j. The Parties shall have the right to terminate the Settlement as set forth in the Settlement, in which event: (i) the Settlement shall be null and void, no Party shall be bound by the terms thereof; (ii) the Settlement shall be admissible or offered into evidence in the Litigation or any other action for any purpose whatsoever; (iii) any order entered by the Court in furtherance of the Settlement shall be treated as withdrawn or vacated by stipulation of the Parties; the Parties shall be returned to their respective positions as of the date immediately prior to the provisional approval of the Settlement, and the Parties shall proceed in all respects as if the Settlement had not occurred.

6. The Application for Final Settlement Approval and Award of Attorney's Fees and Costs shall be filed on March 3, 2014. The Court will hold a final hearing on March 14, 2014, at 8:30 a.m., to determine whether the Court should grant final approval of the Settlement as fair, reasonable, and adequate. The Court will hear all evidence and argument necessary to evaluate the Settlement, and will consider Vega's request for the Class Representative Enhancement and Class Counsel's request for the Class Counsel Attorneys' Fees Payment and the Class Counsel Litigation Expenses Payment. Class Members and their counsel may support or oppose the Settlement and the motion for awards of the Class Representative Payment and the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, if they so desire, as set forth in the Class Notice.

7. Any Class Member may appear at the final approval hearing in person or by his or her own attorney, and show cause why the Court should not approve the Settlement, or object to the motion for awards of the Class Representative Enhancement Payment and the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. However, in order for any objections to be considered at the hearing, the Class Member must file the written objection with the Clerk of Court indicating briefly the nature of the Class Member's objection. Such objections must be filed with the Court, and mailed to Class Counsel, at least seven (7) calendar days prior to the Final Approval Hearing.

8. The Court reserves the right to continue the date of the Final Approval Hearing

without further notice to Class Members. Class Members may contact Plaintiff's counsel to inquire in to the date and time of the Final Approval Hearing.

9. Pursuant to California Code of Civil Procedure section 664.6, the Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement.

IT IS SO ORDERED.

Date: December 2, 2013

WILLIAM A. MAYHEW
Hon. William Mayhew
Judge of the Stanislaus County Superior Court

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA

COUNTY OF STANISLAUS

THOMAS VEGA on behalf of himself and all others similarly situated, Plaintiff, vs. SENSIENT DEHYDRATED FLAVORS, LLC f/k/a SENSIENT DEHYDRATED FLAVORS COMPANY, MICHAEL HAGOOD and DOES 1 through 100, INCLUSIVE, Defendant.	No. 684568 Unlimited Civil Case The Amount Demanded Exceeds $25,000 **NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT OF CLASS ACTION, PRELIMINARY COURT APPROVAL OF SETTLEMENT, AND HEARING DATE FOR FINAL COURT APPROVAL**

TO: ALL PERSONS WHO HAVE BEEN EMPLOYED BY SENSIENT NATURAL INGREDIENTS, LLC, FORMERLY KNOWN AS SENSIENT DEHYDRATED FLAVORS, LLC ("SENSIENT" OR "COMPANY") AS FULL-TIME FORK LIFT OPERATORS AND NON-EXEMPT PRODUCTION WORKERS IN THE STATE OF CALIFORNIA AT ANY TIME BETWEEN JANUARY 3, 2009, THROUGH [THE DATE ON WHICH THE COURT GRANTS PRELIMINARY APPROVAL TO THE SETTLEMENT]

PLEASE READ THIS NOTICE CAREFULLY; IT MAY AFFECT YOUR LEGAL RIGHTS TO CLAIM ADDITIONAL WAGES WHILE YOU WERE EMPLOYED BY SENSIENT DURING THE TIME PERIOD SHOWN ABOVE.

THE NOTICE INFORMS YOU OF YOUR MEMBERSHIP IN A CERTIFIED CLASS IN THIS ACTION; A SETTLEMENT THAT HAS BEEN REACHED IN THIS ACTION WHICH, IF APPROVED, WILL DETERMINE THE OUTCOME OF THIS ACTION AND YOUR RIGHTS TO SHARE IN THE SETTLEMENT PROCEEDS; AND YOUR RIGHT TO OBJECT TO THE SETTLEMENT OR TO ELECT NOT TO PARTICIPATE IN THE CLASS AND THE SETTLEMENT.

IF YOU WISH TO OBJECT TO THE SETTLEMENT, YOU MUST FOLLOW THE DIRECTIONS IN THIS NOTICE.

IF YOU DO NOT WANT TO PARTICIPATE IN THE CLASS AND THE SETTLEMENT, YOU MUST COMPLETE AND RETURN A WRITTEN REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT ON OR BEFORE _____ __, 2013, OR YOU WILL BE BOUND BY THE SETTLEMENT.

IF YOU WISH TO RECEIVE A SHARE OF THE SETTLEMENT, YOU MUST REVIEW, COMPLETE, SIGN, AND RETURN TO THE CLAIMS ADMINISTRATOR THE ENCLOSED CLAIMS FORM BY _____, 2013, OR YOU WILL NOT BE ENTITLED TO RECEIVE A SETTLEMENT SHARE.

IF ANY INFORMATION APPEARING ON YOUR CLAIMS FORM IS INCORRECT, ENTER YOUR CORRECTIONS ON THE FORM AND ATTACH ANY SUPPORTING DOCUMENTATION BEFORE RETURNING THE FORM TO THE CLAIMS ADMINISTRATOR.

Pursuant to the Order of the Stanislaus County Superior Court ("Court"), entered on _____, 2013, **YOU ARE HEREBY NOTIFIED AS FOLLOWS:**

1. WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the "Settlement") has been reached between Plaintiff Thomas Vega

("Plaintiff"), and SENSIENT NATURAL INGREDIENTS, LLC f/k/a Sensient Dehydrated Flavors, LLC, and Michael Hagood ("Defendants"), in the class action currently pending in the Court ("Lawsuit") brought by Plaintiff on behalf of the Class composed of the following individuals:

> Persons employed by Defendants in California as fork lift operators and production workers in the four years preceding the filing date of this lawsuit and _____, 2013 ("the Class").

The Court has preliminarily approved the Settlement. You received this Notice because Sensient's records show that you are a Class Member. This Notice is designed to inform you of the action and the proposed Settlement, your right to receive a share of the Settlement, and how you can object to the Settlement or elect to opt out of the Settlement Class and not participate in the Settlement. Even if you object to the Settlement, unless you request to exclude yourself from the Settlement Class (see attached "Request for Exclusion") and not participate in the Settlement, if it is finally approved by the Court, the Settlement, Judgment and releases in the Settlement will bind you.

2. BACKGROUND OF THE CASE

On January 3, 2013, Plaintiff commenced this Action against Defendants in the San Francisco County Superior Court, which was thereafter transferred to this Court. In the Action, Plaintiff alleged that Defendants, in violation of various California wage and hour laws, failed to provide all legally required meal periods, compensation, and accurate itemized pay statements. Plaintiff sought to represent a class composed of himself and similarly situated individuals who worked for Sensient as a full-time forklift driver and/or non-exempt production employee in the State of California during the Class Period, and to recover back wages, interest, statutory and civil penalties, attorneys' fees and costs, and equitable relief under California Business and Professions Code section 17200 *et seq*. Defendants denied all material allegations in Plaintiff's First Amended Complaint. Specifically, Defendants contended (and continues to contend) that a Class, as proposed by Plaintiff should not be certified; that Plaintiff and the Class Members were not denied, but were provided, all legally required meal periods and compensation during the Class Period; that Plaintiff and the Class Members were provided with accurate itemized pay statements

at all times during the Class Period; and that Defendants are not liable for any unpaid wages, penalties, interest, or other damages claimed or that could be claimed in the First Amended Complaint.

After the Parties participated in negotiations presided over by a private mediator, in which both sides recognized the substantial risk of an adverse result in the Lawsuit, the Parties agreed to settle the Lawsuit pursuant to the terms and conditions of a written settlement agreement.

Defendants deny any liability or wrongdoing of any kind associated with the Lawsuit, and further deny that the action is appropriate for class or representative treatment for any purpose other than settling the Lawsuit. With respect to Plaintiff's claims, Defendants contend, among other things, that they complied at all times with the California Labor Code, the California Business and Professions Code, all applicable Industrial Welfare Commission Orders, and all other applicable laws, statutes and Orders.

Nothing contained in this Notice, nor the fact of this Notice itself, shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. This Notice is a settlement document and shall, pursuant to California Evidence Code sections 1152 and 1154, be inadmissible in evidence in any proceeding, except as necessary to approve, interpret, or enforce the Settlement.

3. SUMMARY OF THE SETTLEMENT

The Settlement provides for the following:

a. Who is included in the Settlement? All Class Members between January 3, 2009, through [the date the Court grants preliminary approval of the Settlement], and who fall within the following Class:

> All persons employed by Sensient in California as a full-time fork lift operator and non-exempt production worker in the four years preceding the filing date of the Lawsuit and _____,2013 ("the Class").

b. How do I receive money from the Settlement? If the Settlement is finally approved and you submit a valid and timely completed Claims Form, enclosed herewith, you will be entitled to receive a Settlement Share. You should confirm that the Claims Administrator has your current contact information so that you can receive your Settlement Share.

c. **What is the Total Maximum Gross Settlement Amount?** The Total Maximum Gross Settlement Amount that Sensient shall pay is $275,000 (Two Hundred Seventy Five Thousand Dollars). This amount represents the maximum amount that Sensient shall be required to make under this Settlement for any purpose, including all Individual Settlement Payments of Class Members, all Administration Costs, Class Counsel's Fees and Costs, an Incentive Award to the Class Representative, Separation Pay to Plaintiff, PAGA Payments to the State of California, and all other payments provided for in this Settlement, including payroll taxes. It is estimated that a total of approximately $127,250 of Maximum Gross Settlement Amount will be available for payment of Individual Settlement Payments to Class Members who submit timely and complete Claim Forms ("Net Settlement Amount").

Individuals Settlement Payments to Class Members from the Net Settlement Amount will be allocated as follows: seventy percent (70%) of each Individual Settlement Payment shall be treated as wages for which payroll deductions will be made for state and federal withholding taxes or any other applicable payroll deductions; 10 percent (10%) represents interest (10%) and twenty percent (20%) represents penalties and liquidated damages, as to which no federal, state or local payroll withholding taxes will be paid..

All Class Members who submit initial or corrected Claims Forms in a timely manner ("Participating Class Member") that have been adjudged to be accurate and complete by the Claims Administrator ("Valid Claims"), and who have not filed complete and accurate Requests for Exclusion in a timely manner, will be entitled to receive a Settlement Share.

d. **What will I receive from the Settlement?** It is estimated that individual Class Members will receive an Individual Settlement Payment in an amount ranging from $_____ to $_____. The Class Member Settlement Awards shall be classified as follows:

1. **Calculation.** The Settlement Share for each Participating Class Member will be based on: (a) the Participating Class Member's total number of Work Weeks; (b) divided by the aggregate number of Work Weeks of all Class Members (rounded to four decimal places); (c) multiplied by the Net Settlement Amount.

2. **Withholding.**

a. Seventy Percent (70%) of each Settlement Share (the "Wage Portion") will be treated as wages and subject to all applicable payroll tax withholding and deductions. The Employer's Share of legally required payroll taxes for the Wage Portion will be paid from the Maximum Settlement Amount; and the Settlement Administrator will issue a Form W-2 to each Participating Class Member with respect to the Wage Portion of each Individual Settlement Payment.

b. Thirty Percent (30%) of the Settlement Share (the "Non-Wage Portion") will be treated as interest (10%) and penalties (20%). Accordingly, the Non-Wage Portion will not be subject to or reduced by payroll tax withholding and deductions, and the Claims Administrator will issue a Form 1099 to each Participating Class Member with respect to the Non-Wage Portion of each Individual Settlement Payment.

3. **Effect of Participating Class Members who do not submit valid and timely Claims Forms.** A Settlement Class Member will receive no Settlement Share if he or she fails to submit a valid and timely Claims Form. His or her Settlement Share instead will remain the property of the Company, will not be distributed or reapportioned to other Class Members, and will not be paid by the Claims Administrator.

4. Each Participating Class Member will be responsible for characterization for taxation purposes of the payment received pursuant to the Settlement and for payment of any and all federal, state and/or local taxes thereon.

e. **When will I receive my portion of the Settlement?** An Individual Settlement Payment will be paid to Participating Class Members who submitted valid and timely Claims Forms after final approval of the Settlement by the Court and after all rights to appeal or review are exhausted or any appeal or review has been resolved in favor of the Settlement.

f. **How do I dispute information in my Claims Form?**

(1) The Court has appointed Gilardi & Co., LLC (the "Claims Administrator") to act as an independent administrator of the Settlement, and to resolve any dispute concerning the number of Work Weeks listed on the Class Notice or Claims Form, which is used to calculate a Class Member's Settlement Share.

(2) The Claims Administrator shall mail to each Class Member a pre-printed Claim Form, enclosed with this Notice, that states, based on Sensient's payroll records, his or her name, address, Social Security Number (last four digits), estimated Gross Individual Settlement Payment (before taxes), dates of employment during the Class Period, and the number of Work Weeks worked during the Class Period.

(3) The number of Work Weeks during the Class Period listed on the Claim Form for each Class Member shall be presumed to be correct, unless proof to the contrary is provided to the Claims Administrator. A Class Member may challenge the total number of Work Weeks or period of employment during the Class Period listed on the Claim Form by submitting evidence to the Claims Administrator, along with the completed Claim Form, within _____ calendar days from the date the Notice Packet was mailed by the Claims Administrator ("Claims Period"). If such a dispute arises, the Company will manually review its payroll and personnel records to verify the correct number of Work Weeks during the Class Period. The records of the Company shall have a rebuttable presumption of correctness and will be presumed determinative. However, after consultation with Counsel for Defendants, the Claims Administrator will make a determination of the Class Member's Work Weeks, and this determination shall be final and binding on the Parties and the Class Member unless a request for review thereof is submitted by Class Counsel (on behalf of the affected Class Member) or Counsel for the Company to the Court, which will make a final decision at the Final Approval Hearing, and is non-appealable. Class

Members must complete the Claim Forms in their entirety and submit the completed Claim Form within the Claims Period for the Claim Form to be considered valid. The Claim Form must be postmarked no later than _____, 2013.

g. What claims are being released as part of the Settlement?

By Plaintiff: Plaintiff (on his own behalf and on behalf of their heirs, executors, administrators and assigns) knowingly and voluntarily release and forever discharge Defendants and all of the Released Parties from any and all claims, known and unknown, asserted and unasserted, that he has, had or may have or had against Defendants and the Released Parties as of the Effective Date of this Settlement. Such claims include, but are not limited to: breaches of contract, whether written, oral or implied; violations of any public policy; tort claims including, but not limited to, intentional infliction of emotional distress and negligent infliction of emotional distress, defamation, misrepresentation and fraud; retaliation claims; common law claims; any other claims for damages, penalties, costs, fees or other expenses, including attorneys' fees; and any alleged violations of the following statutes, laws and regulations: Title VII of the Civil Rights Act of 1964, as amended; The Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code, as amended; The Americans with Disabilities Act of 1990, as amended; The Older Workers Benefit Protection Act; the Employment Retirement Income Security Act of 1974, as amended; The Age Discrimination in Employment Act of 1967, as amended; The Occupational Safety and Health Act, as amended; The Sarbanes-Oxley Act of 2002; The Family and Medical Leave Act of 1993, as amended; The California Fair Employment and Housing Act – Cal. Gov't Code § 12900 et seq.; California Family Rights Act – Cal. Govt. Code §12945.2 et seq.; California Unruh Civil Rights Act – Civ. Code §51 et seq.; California Whistleblower Protection Law – Cal. Lab. Code §1102-5(a) to (c); The California Occupational Safety and Health Act, as amended, California Labor Code § 6300 et seq., and any applicable regulations thereunder; the California Labor Code; The California Labor Code Private Attorneys General Act of 2004 – Cal. Lab. Code § 2698 et seq.; California Labor Code § 132a; and/or any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or

ordinance capable of being released by Plaintiff. Plaintiff also waives and relinquishes all rights and benefits under California Civil Code section 1542.

By Participating Class Members: As of the Effective Date, Plaintiff and all Settlement Class Members (on behalf of each of them and each of their heirs, executors, administrators and assigns) irrevocably and unconditionally fully release and forever discharge Defendants, all past, present and future parents, subsidiaries, divisions and affiliates of the Company and their respective past, present and future officers, directors, employees, partners, shareholders, owners, agents, vendors, affiliates, insurers, legal representatives and all of their successors (including persons or entities who may acquire it in the future), assigns, (representatives, heirs, executors and administrators and all other persons acting by, through, under or in concert with them (collectively, the "Released Parties"), from all Class Claims and any and all applicable wage and hour claims, rights, demands, liabilities and causes of action for actual damages, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief that were or could have been pleaded based on the facts alleged in the Complaint or the First Amended Complaint filed in the Action. The Released Claims include, but are not limited to: (a) any and all claims based on alleged failure to provide meal and/or rest periods pursuant to California Labor Code §§ 512 and 226.7, and the applicable Industrial Welfare Commissions Orders; (b) any and all claims based on the alleged failure to timely pay all wages due with respect to any and all meal and rest periods pursuant to California Labor Code § 226.7 and owing at the time of an employee's termination as required by California Labor Code §§ 201-204, and the applicable Industrial Welfare Commission Orders; (c) Any and all claims for failure to provide accurate wage statements pursuant to California Labor Code § 226 and 226.3; (d) any and all claims for statutory penalties under California Labor Code §§ 203, 226.3, 226.7 and 558, and under the California Private Attorneys General Act, California Labor Code § 2698 et seq., that were or could have been pleaded based on the facts alleged in the Complaint or in the First Amended Complaint filed in the Action; (e) any and all claims for unfair business practices pursuant to California Business and Professions Code § 17200 that were or could have been pleaded based on the facts alleged in the Complaint or in the Second Amended Complaint filed in

the Action; and, (f) any additional claims based on the factual allegations set forth in the Complaint or the First Amended Complaint filed in the Action, including any claims for off-the-clock time, unpaid wages, overtime pay, statutory penalties, interest, attorneys' fees or costs. Plaintiff and all Settlement Class Members further agree not to sue or otherwise make a claim in any forum or proceeding (court, arbitration or administrative agency), or to join or be a member of or party to any other representative, collective or class action against the Company or any Released Party that in any way involves, relates to, arises out of, or is connected with any of the Released Claims.

h. Class Representative Incentive Payment: In addition to his Settlement Shares, Plaintiff will seek approval from the Court for payment of $5,000 for his service as a Class Representative. This Incentive Payment will be paid out of the Total Gross Maximum Settlement Amount.

i. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment: Defendants agree not to oppose the application by Class Counsel to the Court for an award of attorney's fees in an amount not to exceed $90,750 and an award of costs not to exceed $17,000. These Fees and Costs are subject to approval by the Court and are included in and shall come out of the Maximum Gross Settlement Amount. To the extent the Court awards Plaintiff's counsel less than the foregoing amounts, the remainder shall become part of the Net Settlement Amount Fund and shall be available to pay Class Members.

j. Costs of Administration: Counsel for the Parties will obtain a "not to exceed" quote from a qualified claims administrator, which is expected to not exceed $15,000. This "not to exceed" quote will represent the Claims Administrator's agreement that, based on the class size, the total cost for administration of the Settlement will not exceed $15,000. All of the Claims Administration Costs are included in and shall be paid by the Company as part of the Gross Settlement Amount upon completion of all duties required to be performed by the Claims Administrator under the terms of Settlement, or as otherwise required by the Court, subject to the "not to exceed" quote from the agreed upon Claims Administrator. Should the actual amount of the Claims Administration Cost be less than the "not to exceed" quote, the difference shall remain

the property of the Company and shall not be paid by the Company, and any such amounts that were advanced to the Claims Administrator by the Company that exceed the actual amount of Claims Administration Costs shall be promptly returned to Company upon the close of the Claims Administration process. The Settlement Administrator's reasonable fees and expenses incurred in administering the Settlement will be paid out of the Gross Settlement Fund.

4. PLAINTIFF THOMAS VEGA AND CLASS COUNSEL SUPPORT THE SETTLEMENT

Plaintiff Thomas Vega, as Class Representative, and Class Counsel support the Settlement. Their reasons include the risk of an unsuccessful outcome on the merits of Plaintiff's claims, and the inherent delays and uncertainties associated with litigation. Based on their experience litigating similar cases, Class Counsel believes that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, on careful consideration of all of the facts and circumstances of this case, Class Counsel believes that the Settlement is fair, reasonable, and adequate.

5. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?

a. Claiming Your Portion of the Settlement. In order to receive an Individual Settlement Payment, you must fully complete and timely mail the Claim Form (which is enclosed with this Notice) to the Claims Administrator at the address below. Your Claim Form must be postmarked no later than _____ (within 30 days of the date of mailing of this Notice). Late or incomplete Claim Forms will not be honored. Return your Claims Form by U.S. mail, facsimile, or professional or personal delivery to the Claims Administrator at:

Vega v. Sensient Dehydrated Flavors, LLC, et al.
Class Action Claims Administrator
c/o Gilardi & Co., LLC
_____
_____
Telephone: (___) ___-____
Facsimile: (___) ___-____

b. Objecting to the Settlement. If you believe the Settlement is unfair or inadequate in any respect, you may object to the Settlement, personally or through an attorney, by

filing a written objection with the Court, along with a Notice of Intention to Appear, and mailing a copy of your objection to Class Counsel and Counsel for Defendants. All objections must be signed and set forth your address, telephone number, and the name of the case (Vega v. Sensient Dehydrated Flavors, LLC, et al., Case No. 684568). Persons who object to the Settlement will be bound by the settlement if the settlement is approved by the Court.

c. All Objections Must Be Served and Filed No Later Than _____.

If you submit a written objection to the Settlement the foregoing date ("Objection/Exclusions Deadline"), you may appear, personally or through an attorney, at your own expense, at the Final Approval Hearing (discussed below). Your objection should clearly explain why you object to the Settlement and must state whether you (or someone on your behalf) intend to appear at the Final Approval Hearing. Only those Class Members who do not timely request exclusion per paragraph (d) below may object. If the Court rejects your objection, you will still be bound by the terms of the Settlement.

Any member of the Class who does not object in the manner provided above shall be deemed to have waived any objections, and shall be forever foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the payment of Fees and Costs, the Administration Costs, the Incentive Award, and all other aspects of the Settlement.

Regardless of whether you file an objection, you must timely submit a Claim Form in order to receive any proceeds under the Settlement.

Contact information for Class Counsel and Defendants' Counsel is as follows:

CLASS COUNSEL	DEFENDANTS' COUNSEL
Daniel H. Qualls Robin G. Workman Aviva N. Roller Qualls & Workman, LLP 177 Post Street, Suite 900 San Francisco, California 94108 Telephone: (415) 782-3660 Facsimile: (415) 788-1028 e-mail: dan@qualls-workman.com e-mail: robin@qualls-workman.com e-mail: aviva@qualls-workman.com	Van Allyn Goodwin Littler Mendelson, P.C. 501 W. Broadway, Suite 900 San Diego, CA 92101-3577 Tel.: (619) 515.1803 Fax: (619) 615.2312 e-mail: vgoodwin@littler.com

d. **Electing to opt out of the Class and not participate in the Settlement.** If you do not want to participate in the Settlement, you must complete and mail a Request for Exclusion" (attached to this Notice) to the Claims Administrator at the address listed on this Notice. In order to be valid, your Request for Exclusion must be postmarked no later than _____, 2013, and contain the name, address, and telephone number of the person requesting exclusion,.

If you sign and submit a timely written Request for Exclusion, you will not be eligible to receive any of amount under the Settlement. However, you will retain whatever rights you may have against Defendants for claims under section 3(g), Participating Class Members, of this Notice.

If a Class Member timely submits both a completed Claim Form and a Request for Exclusion, the Class Member shall be deemed to have submitted only a valid Claim Form, and the Request for Exclusion shall be deemed null and void

e. **If You Do Nothing.** If you do nothing in response to this Notice, you will not receive any amount under the Settlement, but you will be bound by the Settlement and deemed to release all Released Claims under section 3(g) above against Defendants and the Releases.

6. FINAL SETTLEMENT APPROVAL HEARING

The Final Approval Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, and Class Counsel's request for Attorneys' Fees and Litigation Costs, and Plaintiff's Enhancement Awards will be held on _____, at ___, in Dept. 21 of the Stanislaus County Superior Court, located at 801 10th Street, Modesto, CA 95354. The Final Approval Hearing may be continued without further notice.

If the Settlement is not approved, or is nullified, the Lawsuit will continue to be prepared for trial or other judicial resolution.

7. GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. The complete Settlement Agreement is on file with the Clerk of the Court. You may examine the pleadings and other records in this litigation, including the Settlement Agreement: (i) online at

http://www.stanct.org/Content.aspx?page=case_index_lookup; (ii) in person at the Office of the Clerk at the Superior Court of California, County of Stanislaus, 801 10th Street, Stanislaus, CA 95354 between the hours of 8:00 a.m. and 4:00 p.m. Monday through Thursday, 8:00 a.m. and 12:00 p.m. Friday, excluding Court holidays; or (iii) by contacting Class Counsel or the Settlement Administrator. **PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION REGARDING THE SETTLEMENT.**

BY ORDER OF THE COURT.

DATED: _____

_____
Judge, Stanislaus County Superior Court

CLAIM FORM

Daniel Vega v. Sensient Dehydrated Flavors, LLC
Stanislaus County Superior Court
Case No. 684568

TO PARTICIPATE IN THE SETTLEMENT OF THE ABOVE REFERENCED CASE, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM TO THE ADDRESS BELOW, POSTMARKED OR RECEIVED NOT LATER THAN [INSERT DATE]

Vega v. Sensient Dehydrated Flavors Class Action Settlement
Gilardi & Co. LLC
P.O. Box 8060
San Rafael, CA 94912-8060
(877) 571-8673

Your Contact Information

Please review and, if necessary, correct on the line to the right your contact information:
<<Name>>_____
<<Address>>_____
<<City>>, <<State>> <<Zip Code>>_____

If you wish, please add further contact information here. This will help the Claims Administrator and/or Class Counsel to reach you in the event there are questions.

Telephone number (daytime): _____
Telephone number (evening) _____
E-mail: _____

1. Your Employment In a Covered Position, The Number of Work Weeks, and Your Estimated Settlement Share

You are entitled to a share of the Settlement based on your total number of Work Weeks in a Covered Position during the Covered Period as explained in the Class Notice which you received with this Claim Form.

A Covered Position includes: Full-Time Forklift Operator and
Non-Exempt Hourly Production Worker.

The Covered Period runs from: January 4, 2009 to _____, 2013.

According to the Company's records, your dates of employment in a Covered Position during the Covered Period and the number of Work Weeks are as follows:

Dates of Employment in Covered Position During Covered Period	Number of Work Weeks

Based on the foregoing information, your estimated Gross Individual Settlement Payment is $_____ and **that is the estimated (gross) amount that you will receive if you timely submit this Claim Form and the Court grants final approval of the proposed settlement.** Your actual Gross Individual Settlement Payment may end up being higher or lower than estimated depending on any changes to the data and assumptions used to compute your Gross Individual Settlement Payment, as explained in the Class Notice which you received with this Claim Form.

If you believe that any of your employment history information above is incorrect, please: (i) correct that information in the space below (using additional paper if necessary); and (ii) enclose documentary evidence supporting your correction(s).

_____

_____

_____

2. Release

To receive your Individual Settlement Payment you must consent to the following release:

> In consideration of this Settlement, I hereby irrevocably and unconditionally fully release and forever discharge the Company, all past, present and future parents, subsidiaries, divisions and affiliates of the Company and their respective past, present and future officers, directors, employees, partners, shareholders, owners, agents, vendors, affiliates, insurers, legal representatives and all of their successors (including persons or entities who may acquire it in the future), assigns, (representatives, heirs, executors and administrators and all other persons acting by, through, under or in concert with them (collectively, the "Released Parties"), from all from any and all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, whether suspected or unsuspected, known and unknown claims, that I had, now have, or may hereafter claim to have against the Released Parties and that arise from or relate in any way to the allegations in the First Amended Complaint relating to my employment in a Covered Position during the Covered Period, including but not limited to, claims for any alleged failure

to provide meal and/or rest periods, unpaid compensation for meal and rest periods or unrecorded work time, and unfair or unlawful business practices, statutory and civil penalties, damages and liquidated damages, interest, attorney's fees and costs, restitution, or equitable relief under federal and state law, that were or could have been pleaded based on the facts alleged in the Complaint or the First Amended Complaint filed in the Action.

The Released Claims include, but are not limited to: (a) any and all claims based on alleged failure to provide meal and/or rest periods pursuant to California Labor Code §§ 512 and 226.7, and the applicable Industrial Welfare Commissions Orders; (b) any and all claims based on the alleged failure to timely pay all wages due with respect to any and all meal and rest periods pursuant to California Labor Code § 226.7 and owing at the time of an employee's termination as required by California Labor Code §§ 201-204, and the applicable Industrial Welfare Commission Orders; (c) Any and all claims for failure to provide accurate wage statements pursuant to California Labor Code § 226 and 226.3; (d) any and all claims for statutory penalties under California Labor Code §§ 203, 226.3, 226.7 and 558, and under the California Private Attorneys General Act, California Labor Code § 2698 et seq., that were or could have been pleaded based on the facts alleged in the Complaint or in the First Amended Complaint filed in the Action; (e) any and all claims for unfair business practices pursuant to California Business and Professions Code § 17200 that were or could have been pleaded based on the facts alleged in the Complaint or in the First Amended Complaint filed in the Action; and, (f) any additional claims based on the factual allegations set forth in the Complaint or the First Amended Complaint filed in the Action, including any claims for off-the-clock time, unpaid wages, overtime pay, statutory penalties, interest, attorneys' fees or costs.

3. **Taxpayer Identification Number Certification**

Substitute IRS Form W-9
Enter the last four digits of your Social Security Number ☐☐☐☐

4. **Postmark Deadline**

Your Claim Form must be POSTMARKED or RECEIVED on or before [Insert Date – 60 days from mailing]. A Claim Form postmarked or received by the Claims Administrator later than this deadline will not be accepted absent good cause shown. A postage pre-paid, self-addressed return envelope has been enclosed for your convenience. This Claim Form must be mailed to the Claims Administrator at:

Vega v. Sensient Dehydrated Flavors Class Action Settlement
Gilardi & Co. LLC
P.O. Box 8060
San Rafael, CA 94912-8060
(877) 571-8673

5. Questions?

If you have questions regarding this Claim Form, please contact the Claims Administrator at the number above. You can also check the website for this Class Action: http://

6. Signature and Confirmation

a. I declare under penalty of perjury under the laws of the United States that the information set forth above regarding my employment with the Company (including any corrections I have made and including the Taxpayer Identification Number Certification), is true and correct.

b. I wish to receive my share of the proposed Settlement in accordance with the terms of the Settlement.

_____
Date

_____
Signature

_____
Typed or Printed Name

[COMPLETE THIS FORM ONLY IF YOU CHOOSE TO NOT PARTICIPATE IN THIS SETTLEMENT]

REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT

In The Matter of:
Vega v. Sensient Dehydrated Flavors, LLC, et al.
Stanislaus County Superior Court Case No. 684568

INSTRUCTIONS: TO OPT-OUT OF THE SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE _____, 2013, ADDRESSED AS FOLLOWS:

Vega v. Sensient Class Action Litigation
c/o Gilardi & Co., LLC
[ADDRESS]
[TELEPHONE NUMBER]

Please fill in all of the following information (type or print):

NAME (First, Middle, Last): _____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
FORMER NAMES (if any): _____
TELEPHONE NUMBERS: Home: _____ Work: _____

IT IS STRONGLY RECOMMENDED THAT YOU RETAIN PROOF OF MAILING THIS FORM POSTMARKED ON OR BEFORE _____, 2013.

I, [insert your name] _____, wish to be excluded from the Settlement Class in the case of *Vega v. Sensient Dehydrated Flavors, LLC, et al.*, Stanislaus County Superior Court Case No. 684568 ("Lawsuit"). I understand I will not receive any money from the Settlement of the Lawsuit.

I verify that the following is true: My name, address, and other contact information are accurately set forth above. I received and had the opportunity to read the Notice of Class Action and Proposed Settlement that was sent to me along with this form. I understand that by signing this side of the form I voluntarily choose to "opt out" of the proposed Settlement of this Class Action. **I understand that by opting out I will not receive any money from the proposed Settlement.** On the other hand, I also understand that if I wish to assert any claims related to those set forth in this Lawsuit I must do so separately. I understand that any such claims are subject to strict time limits, known as statutes of limitations, which restrict the time within which I may file any such claims. I understand that I should consult with an attorney if I wish to obtain advice regarding my rights with respect to this Settlement or my choice to opt out of the Settlement. I have not been coerced by anyone to opt out of the Settlement of this Class Action, and I choose to opt out of my own free will.

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

Signed: _____* Date: _____

Print Name: _____* Last four digits of Social Security Number _____*

(* Required Information)