

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

**(Ochoa-Andrade v. See's Candies, Inc., Superior Court of the State of California,
County of San Mateo, Case No. 22-CIV-02481)**

**YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT.
PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	<p>To receive a cash payment from the Settlement, you do not have to do anything. If you do nothing, you will be mailed a settlement payment and you will release certain claims as detailed in Section 4 below.</p> <p>Your estimated Individual Class Payment is \$<<__>>.</p> <p>Your estimated Individual PAGA Payment is \$<<__>>. See the explanation in Section 5 below.</p> <p>After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, or if it changes before you receive your settlement payment, you must notify the Administrator as explained in Section 6 below.</p>
Exclude Yourself	<p>To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the Class Settlement.</p> <p>You cannot opt out of the PAGA portion of the proposed Settlement. You will still receive an Individual PAGA Payment and release the Released PAGA Claims (described below).</p> <p>Instructions are set forth in Section 7 below.</p>
Object to Class Settlement	<p>Write to the Court about why you do not agree with the Settlement, and/or appear at the Final Approval Hearing to make an oral objection. You cannot both exclude yourself and object.</p> <p>Directions are provided in Section 8 below.</p>

See's Candies, Inc. will not retaliate against you for any actions you take with respect to the proposed Settlement.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned lawsuit pending in the Superior Court of the State of California, in and for the County of San Mateo (the "Court") has been reached between Plaintiff Adrian Ochoa-Andrade ("Plaintiff") and Defendant See's Candies, Inc. ("Defendant"). The Court has granted preliminary approval of the Settlement and ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All individuals who were employed by Defendant See's Candies, Inc. in California and classified as a non-exempt, non-retail manufacturing employee at any time from November 22, 2020 through July 26, 2023; plus the claims of Adrian Ochoa-Andrade and Nehusita Osamufor the period June 16, 2018 through July 26, 2023.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this lawsuit about?

On June 16, 2022, Plaintiff commenced this Action by filing a Class Action Complaint against Defendant in the Superior Court of the State of California, County of San Mateo, Case No. 22-CIV-02481, alleging the following class claims against Defendant: (i) unfair competition, (ii) failure to pay minimum wages, (iii) failure to pay overtime wages, (iv) failure to provide required meal periods, (v) failure to provide required rest periods, (vi) failure to provide expense reimbursement, (vii) failure to provide accurate itemized wage statements and (viii) failure to provide wages when due. On September 22, 2023, Plaintiff filed a First Amended Class Action Complaint that carved out claims by individuals who worked for Defendant in California and were class members in *Laurlynnne Cristobal and Meisha Henry v. See's Candy, Inc.*, Superior Court of the State of California, County of Los Angeles, Case No. 19STCV07389, whose claims were released through November 21, 2020.

On August 1, 2022, Plaintiff filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of San Mateo. Plaintiff's Complaint asserted a claim for civil penalties pursuant to the Private Attorneys General Act of 2004 (PAGA) for the alleged violations of the Labor Code.

As part of this Settlement, the Parties stipulated to leave for Plaintiff to file a Second Amended Complaint in the first-filed Class Action that adds the claim alleged in the Representative Action, and thereafter dismisses the separate Representative Action without prejudice. The Second Amended Complaint filed in the Class Action on July 7, 2023 is referred to as the "Operative Complaint."

Defendant denies and disputes all of the claims asserted against it. Specifically, Defendant contends that Plaintiff and the Class Members were properly compensated for wages under California law; that Class Members properly received all meal and rest periods; that Defendant complied with California wage statement requirements; that Defendant timely paid all wages during employment and upon separation or termination of employment; that Defendant indemnified employees for any necessary business expenses; that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action; and that the Action cannot be maintained as a class action.

The Court has not decided whether Defendant or Plaintiff is correct. Plaintiff would have had to prove his claims at a trial on a class-wide and representative basis. Defendant denies and disputes all such claims and asserts that it has no liability to Plaintiff or any of the Class Members. To avoid additional expense, inconvenience, and risks of continued litigation, however, the Parties have concluded that it is in their respective best interests and the interests of the Class Members to settle the Action on the terms summarized in this Notice. The Settlement was reached after arms-length non-collusive negotiations between the parties. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Settlement was a fair, reasonable and adequate way to resolve the disputed claims.

Plaintiff and Class Counsel support this Settlement, finding it fair, adequate, reasonable, and in the best interests of the Class Members. Among the reasons for support are the defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, the potential for the Court to deny certification of the class, and the delays and uncertainties associated with litigation.

The Court granted preliminary approval of the Settlement on July 26, 2023 by Order entered August 14, 2023. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche of Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay a total of Nine Hundred Thousand Dollars (\$900,000) (the "Gross Settlement Amount") with no reversion to Defendant. The Gross Settlement Amount includes the Individual Class Payments, Individual PAGA Payments, a payment to the Labor and Workforce Development Agency ("LWDA") for its share of the PAGA Settlement Amount, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator's Expenses. Any employer-side payroll taxes on the portion of the Individual Class Settlement Payments allocated to wages shall be separately paid by Defendant.

Administrator. The Court has appointed a neutral company, Apex (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 re-mail 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. Within thirty (30) days of the order granting final approval, Defendant will fund the Gross Settlement Amount by depositing the money with the Administrator. Fourteen (14) days after the Effective Date, the Administrator will mail checks for the Individual Class Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees. The “Effective Date” means the date the Judgment is final and is no longer subject to appeal.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”):

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$25,000, for expenses, including, without limitation, expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Individual Class Payments and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys’ fees of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$300,000, and an additional amount to reimburse actual litigation costs incurred by Class Counsel, not to exceed \$20,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class Members on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses. Accordingly, Class Counsel will request up to these amounts to be paid from the Gross Settlement Amount, subject to the Court’s final approval.
- Class Representative Service Payment. Class Representative Service Payment in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. Plaintiff will request this Class Representative Service Payment, but the amount he will ultimately receive is subject to the Court’s final approval.
- PAGA Penalties. A payment of \$20,000 relating to Plaintiff’s claim under PAGA, 75% of which (\$15,000) will be allocated to the LWDA as the LDWA’s share of the settlement of civil penalties paid under the settlement and 25 % (\$5,000) will be distributed to the Aggrieved Employees on a pro rata basis based on their pay periods worked during the PAGA period. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. “PAGA Pay Period” means any Pay Period (Sunday-Saturday) during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is June 16, 2021, through July 26, 2023.
- Calculation of Payments to Class Members. After all of the court-approved deductions for Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to Class Members who do not opt out of the settlement (“Participating Class Members”) as Individual Class Payments. The Net Settlement Amount is estimated to be at least \$, based upon the above proposed deductions. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. An Individual Class Payment is 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. A “Workweek” means any week (Sunday-Saturday) during the Class Period in which a Class Member worked for Defendant as a Class Member

for at least one day, but excluding any weeks worked up until November 21, 2020, by individuals who worked for Defendant in California and are class members in *Lauralynne Cristobal and Meisha Henry v. See's Candy, Inc.*, Superior Court of the State of California, County of Los Angeles, Case No. 19STCV07389. Workweeks shall be based upon Defendant's payroll records, but Class Members will have the right to challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself by completing a signed Request for Exclusion, you will automatically be mailed a check for your Individual Class Payment along with your Individual PAGA Payment (if any) to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. The administrator will not make tax withholdings on the Individual PAGA Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS Form W-2. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of alleged claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions along with the Individual PAGA Payments are not subject to wage withholdings and will be reported on IRS Form 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment and their Individual PAGA Payment. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique, and you may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering the Judgment.

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 to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void. Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks remitted to the California Controller's Unclaimed Property Fund in your name.

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 of your desire to opt out (see Section 7 for more information). 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 the Defendant.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the Settlement, 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 the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint, known or unknown, for any type of relief against the Released Parties that occurred during the Class Period, including claims for: (i) meal and rest break violations or premium payments in lieu thereof; (ii) failure to pay earned wages for all hours worked, including minimum wages or overtime wages; (iii) failure to pay wages timely during employment and upon termination; (iv) failure to pay sick time; (v) failure to reimburse employees for required expenses; (vi) failure to furnish accurate wage statements; (vi) unfair business practices relating to or arising out of any of the foregoing; and (viii) to the extent not covered above, any and all claims reasonably arising out of the Operative Complaint or Plaintiff's PAGA Notice. Except as expressly set forth in 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, and/or claims based on facts occurring outside the Class Period.

The "Released Parties" are Defendant, and each of its parents and affiliates (including without limitation Berkshire Hathaway, Inc. and See's Candy Shops, Inc.), subsidiaries, predecessors, successors, divisions, joint ventures, attorneys and assigns, and each of their former and present owners, directors, officers, employees, managers, partners, members, principals, agents, insurers, co-insurers, re-insurers, investors, shareholders, employee benefit plans, employee benefit plan trustees, fiduciaries, and administrators, and personal or legal representatives.

Released PAGA Claims. Effective on the date when Defendant fully funds the Settlement, Aggrieved Employees and the LWDA are deemed to release the Released Parties from the Released PAGA Claims on behalf of themselves, their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the State of California. "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice that occurred during the PAGA Period. The Released PAGA Claims do not include claims for vested benefits, wrongful termination, discrimination, unemployment insurance, disability, social security, worker's compensation, and/or claims outside of the PAGA Period. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.

5. How much will my payment be?

Defendant's records reflect that you worked <<____>> Workweeks for Defendant as Class Member during the Class Period (November 22, 2020 through July 26, 2023).

Based on this information, your estimated Individual Class Payment is \$<<____>>.

Defendant's records reflect that you worked <<____>> PAGA Pay Periods during the PAGA Period (June 16, 2023, through July 26, 2023). Based on this information your estimated Individual PAGA Payment is <<____>>.

If you wish to challenge the Workweek information set forth above, then you must submit a written, signed dispute challenging the information, along with any supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than October 30, 2023.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment along with your Individual PAGA Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, or if it changes prior to the time you receive your payment, you must notify the Administrator. It is your responsibility to ensure that the Administrator has your current address on file, or you may not receive important information or a settlement payment. The Administrator is: Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619; (800) 355-0700.

The Court will hold a Final Approval Hearing on November 28, 2023, at 2:00 p.m. to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately 90 days after the hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by the Class portion of the Settlement which means you will retain the right to sue Defendant for the Released Class Claims.** However, Class Members who opt out will still be paid their Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than October 30, 2023. A Request for Exclusion is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name and address. The Request for Exclusion must state the name and number of the case, which is *Ochoa-Andrade v. See's Candies, Inc.*, Case No. 22-CIV-02481. The Request for Exclusion must be signed by you. No other person may opt out for a living member of the Class. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

The address for the Administrator is Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619, fax (949) 878-3536, email claims@apexclassaction.com.

By filing a timely Request for Exclusion, you will no longer be a Class Member, and will receive no benefits from the Settlement. Any Request for Exclusion Request for Exclusion that is not postmarked by October 30, 2023, or is incomplete or unsigned, will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs, and/or the service award, either in writing or in person. Objections that are in writing must state (a) the case name and number (*Ochoa-Andrade v. See's Candies, Inc.*, in the Superior Court of the State of California, County of San Mateo, Case No. 22-CIV-02481); (b) the objecting person's or his/her/their attorney's full name, address, and telephone number; (c) the words "Notice of Objection" or "Formal Objection"; (d) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (e) list identifying witness(es) the objector may call to testify at the Final Approval Hearing; and (f) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing, if any.

All written objections must be sent to the Administrator by fax, email, or mail at Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619, fax (949) 878-3536, email claims@apexclassaction.com postmarked no later than October 30, 2023. Any Class Member who does not request exclusion may, if the member so desires, enter an appearance through his/her/their own counsel

Class Members may appear at the Final Approval Hearing on November 28, 2023, at 2:00 p.m. to make an oral objection. Remote appearances at the hearing are allowed. To appear at the hearing, you may appear at the hearing and be heard either in person or using the Court's remote Zoom appearance platform at https://www.sanmateocourt.org/court_divisions/civil/dept2.php. You may contact Class Counsel if you need assistance to appear at the hearing or have questions.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment. Any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

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

The Court will hold a Final Approval Hearing at 2:00 p.m. on November 28, 2023, at the San Mateo County Superior Court at Courtroom 2E, Dept. 2, located at 400 County Center, Redwood City, CA 94063, in Department 2 and Courtroom 2E before Judge Marie S. Weiner. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely. Check the Court's website for the most current information concerning appearances and procedures at the Court at https://www.sanmateocourt.org/court_divisions/civil/.

10. How do I get more information about the Settlement?

You may call the Administrator at (800) 355-0700 or write to *Ochoa-Andrade v. See's Candies, Inc.* Administrator, c/o Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval, or other Settlement documents by visiting the Administrator's website at www.apexclassaction.com/seescandies for *Ochoa-Andrade v. See's Candies, Inc.* You may also contact Class Counsel directly. The contact information for Class Counsel is as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may also get more details by examining the Court's file on the Internet via the website for the California Superior Court for the County of San Mateo (<https://odyportal-ext.sanmateocourt.org/portal-external>) and entering the Case No. 22-CIV-02481.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash the check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.