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MY LE PHAM

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MY LE PHAM, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

PLASMA RUGGEDIZED SOLUTIONS, INC., a
Delaware corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 30-2019-01086573-CU-OE-CXC

*[Assigned for all purposes to Hon. Peter
Wilson, Dept. CX102]*

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: July 23, 2020
Time: 2:00 p.m.
Dept.: CX 102

Complaint Filed: July 30, 2019
Trial Date: None Set

1 The Motion of Plaintiff My Le Pham (“Plaintiff”) for Preliminary Approval of Class Action
2 Settlement (“Motion”) was set for hearing before this Court on July 23, 2020 at 2:00 p.m. in
3 Department CX 102. On July 23, 2020, the Court posted its tentative ruling granting the Motion upon
4 Plaintiff filing an amended class notice which has forms attached for use by persons wishing to
5 exclude themselves from or wishing to object to the proposed Settlement. The class notice must also
6 be amended to require that a person objecting provide their name, address, contact information for
7 any attorney, and the reasons for the objection, but not "any legal or factual support for each objection
8 together with any evidence in support of your objection.” The Parties submitted on the tentative
9 ruling.

10 The Court, having considered the proposed Stipulation of Settlement (the “Settlement”),
11 attached as Exhibit 1 to the Declaration of Scott M. Lidman filed concurrently with the Motion and
12 the revised Class Notice, Objection Form, and Request for Exclusion Form attached to this Order as
13 Exhibits A, C, and D, respectively; having considered Plaintiff’s Motion, Memorandum of Points and
14 Authorities in support thereof, and supporting declarations filed therewith; and good cause appearing,
15 **HEREBY ORDERS THE FOLLOWING:**

16 1. The Court GRANTS preliminary approval of the class action settlement as set forth in
17 the Settlement and finds its terms to be within the range of reasonableness of a settlement that
18 ultimately could be granted approval by the Court at a Final Fairness Hearing. For purposes of the
19 Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a
20 sufficiently well-defined community of interest among the members of the Settlement Class in
21 questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional
22 certification of the following Settlement Class:

23 All current and former non-exempt employees who worked for Defendant.
24 Plasma Ruggedized Solutions, Inc. in California from July 30, 2015 through
25 June 30, 2020 or the date the Court enters the order granting preliminary
26 approval, whichever is earlier.

27 2. For purposes of the Settlement, the Court designates named Plaintiff My Le Pham as
28 Class Representative, and designates Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of
Lidman Law, APC and Paul K. Haines of Haines Law Group, APC as Class Counsel.

1 3. The Court designates Phoenix Settlement Administrators (“Phoenix”) as the third-
2 party Settlement Administrator for mailing notices.

3 4. The Court approves, as to form and content, the following documents to be mailed to
4 the Settlement Class:

5 a. Notice of Pendency of Class Action and Proposed Settlement attached as
6 **Exhibit A;**

7 b. Notice of Individual Settlement Award attached to the Settlement as **Exhibit**
8 **B;**

9 c. Objection Form attached as **Exhibit C;** and

10 d. Request for Exclusion Form attached as **Exhibit D.**

11 5. The Court finds that the form of notice to the Settlement Class regarding the pendency
12 of the action and of the Settlement, and the methods of giving notice to Settlement Class members,
13 constitutes the best notice practicable under the circumstances, and constitute valid, due, and
14 sufficient notice to all members of the Settlement Class. The form and method of giving notice
15 complies fully with the requirements of California Code of Civil Procedure section 382, California
16 Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States
17 Constitutions, and other applicable law.

18 6. The Court further approves the procedures for Settlement Class members to opt out of
19 or object to the Settlement, as set forth in the Notice of Pendency of Class Action and Proposed
20 Settlement.

21 7. The procedures and requirements for filing objections in connection with the Final
22 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
23 presentation of any Settlement Class member’s objection to the Settlement, in accordance with the
24 due process rights of all Settlement Class members.

25 8. The Court directs the Settlement Administrator to mail the Notice of Pendency of
26 Class Action and Proposed Settlement and Notice of Individual Settlement Award to all of the Class
27 members in accordance with the terms of the Settlement.
28

9. The Class Notice shall provide at least 60 calendar days' notice for Settlement Class members to opt out of, or object to, the Settlement.

10. The Final Fairness Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department CX 102 of this Court, located at 751 West Santa Ana Blvd, Santa Ana, CA 92701 on December 3, 2020 at 2 p.m.

11. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for reasonable attorneys' fees, reimbursement of litigation expenses, service award to Plaintiff, and payment to the Labor and Workforce Development Agency ("LWDA") for penalties under the Labor Code Private Attorneys General Act ("PAGA") should be granted.

12. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's service award, settlement administration costs, and payment to the LWDA for PAGA penalties prior to the Final Fairness Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

13. An implementation schedule is below:

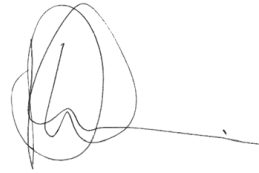
Event	Date	Actual Date
Defendant to provide Class Data to Settlement Administrator	10 business days after issuance of the preliminary approval order	August 17, 2020
Settlement Administrator to mail Notice Packets to Class Members	5 business days after receiving Class Information from Defendant	August 24, 2020
Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	60 calendar days after mailing of the Notice by the Settlement Administrator	October 23, 2020
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	16 Court days prior to Final Fairness Hearing	
Final Fairness Hearing:	December 3, 2020 at 2:00 p.m.	

14. Pending the Final Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

1 15. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
2 connection with the administration of the Settlement which are not materially inconsistent with either
3 this Order or the terms of the Settlement.

4 **IT IS SO ORDERED.**

5 Dated: **08/03/2020**

A handwritten signature in black ink, appearing to be 'Peter Wilson', written over a horizontal line.

Honorable Peter Wilson
Judge of the Superior Court

EXHIBIT A

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

MY LE PHAM,

Plaintiff,

vs.

PLASMA RUGGEDIZED SOLUTIONS, INC., a
California corporation; and Does 1 through 100,

Defendants.

Case No. 30-2019-01086573-CU-OE-CXC

**NOTICE OF PENDENCY OF CLASS ACTION
AND PROPOSED SETTLEMENT**

To: All current and former non-exempt employees who have worked for Defendant *Plasma Ruggedized Solutions, Inc.* (“Defendant” or “Plasma”) in California during the time period of July 30, 2015 through [June 30, 2020 or order granting preliminary approval, whichever is earlier]. Collectively, these employees will be referred to as “Settlement Class Members.”

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in *My Le Pham v. Plasma Ruggedized Solutions, Inc.*, Case No. 30-2019-01086573-CU-OE-CXC (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Plasma’s records show that you were employed at Plasma as a non-exempt employee in California between July 30, 2015 through [June 30, 2020 or order granting preliminary approval, whichever is earlier] (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff My Le Pham (“Plaintiff”) brought this Lawsuit against Plasma Ruggedized Solutions, Inc. (“Plasma”), seeking to assert claims on behalf of a class of current and former non-exempt employees who worked for Plasma in California at any time on or after July 30, 2015. Plaintiff My Le Pham is known as the “Class Representative,” and her attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

The Lawsuit alleges that Plasma failed to pay Settlement Class members all minimum and overtime wages, failed to provide to Settlement Class members all required meal and rest periods, and failed to provide Settlement Class members with itemized wage statements in compliance with California law. The Lawsuit also alleges that Plasma failed to timely pay all wages owed to Settlement Class members upon their separation of employment from Plasma. As a result of the foregoing alleged violations, Plaintiff also alleges that Plasma failed to provide accurate, itemized wage statements, engaged in unfair business practices, and is liable for civil penalties under the Labor Code Private Attorney General Act.

Plasma denies that it has done anything wrong. Plasma further denies that it owes Settlement Class members

any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Plasma, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Plasma has concluded that it is in its best interests and the interests of Settlement Class Members to settle the Lawsuit on the terms summarized in this Notice. After Plasma provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Plasma, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Plasma, your decision about whether to participate in the Settlement will not affect your employment. California law and Plasma's policies strictly prohibit unlawful retaliation. Plasma will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of the Settlement Class Member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff / Settlement Class Members: LIDMAN LAW, APC Scott M. Lidman slidman@lidmanlaw.com Elizabeth Nguyen enguyen@lidmanlaw.com Milan Moore mmoore@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 www.lidmanlaw.com HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com	Attorneys for Defendant Plasma Ruggedized Solutions, Inc.: DLA PIPER LLP (US) Paul J. Hall Paul.hall@us.dlapiper.com Kevin Harlow Kevin.harlow@us.dlapiper.com 555 Mission Street, Suite 2400 San Francisco, California 94105 Tel: (415) 918-8245 Fax: (415) 659-7431 www.dlapiper.com
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What are the terms of the Settlement?

On [INSERT DATE OF PRELIMINARY APPROVAL], the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who worked for Plasma in California from July 30, 2015 through [June 30, 2020 or date of preliminary approval, whichever is earlier]. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Plasma as described below.

Plasma has agreed to pay \$395,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit, which includes payments to Settlement Class Members, attorneys’ fees and expenses, payment to the Labor Workforce Development Agency (“LWDA”), settlement administration costs, the Class Representative’s Service Award, and monies to be paid to the LWDA. Plasma’s share of payroll taxes associated with any wage payments to Settlement Class members shall be paid by Plasma separately from, and in addition to, the Gross Settlement Amount.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators. to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$10,000.00 from the Gross Settlement Amount to pay the Settlement Administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask the Court to approve fees of up to one-third of the Gross Settlement Amount, which is estimated to be \$131,666.66, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement in an amount not to exceed \$24,000.00 for verified costs and expenses Class Counsel incurred in connection with the Lawsuit.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount not to exceed \$5,000.00, to compensate her for her service and extra work provided on behalf of the Settlement Class Members.

LWDA Payment. Class Counsel will ask the Court to approve a payment in the total amount of \$10,000.00 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act (“PAGA”). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00), will be payable to certain Settlement Class members as the “PAGA Amount,” as described below.

Calculation of Individual Settlement Class Members’ Settlement Award. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated at approximately \$_____, to be shared among an up to 221 estimated Settlement Class members. The NSA will be divided as follows:

- (i) Eighty-Five Percent (85%) of the Net Settlement Fund shall be allocated to Settlement Class Members who worked during the Class Period, as follows: each participating Settlement Class Member shall receive a proportionate settlement share based upon his or her number of workdays worked during the Class Period, the numerator of which is the Settlement Class Member’s total workdays worked during the Class Period, and the denominator of which is the total workdays worked by all Settlement Class Members who worked during the Class Period.
- (ii) Five Percent (5%) of the Net Settlement Amount shall be designated as the “Wage Statement Amount.” Each participating Settlement Class Member who was employed by Plasma at any time from July 30, 2018 to [June 30, 2020 or the date the Court enters the order granting preliminary approval, whichever is earlier], shall receive a portion of the Wage Statement Amount proportionate to the number of Workdays he or she worked during the period July 30, 2018 to [June 30, 2020 or the date the Court enters the order

granting preliminary approval, whichever is earlier], the numerator of which is the Settlement Class Member's gross number of Workdays worked during this time period, and the denominator of which is the total number of Workdays worked by all participating Settlement Class Members during this time period.

- (iii) Ten Percent (10%) of the Net Settlement Fund shall be designated as the "Waiting Time Amount." Each participating Settlement Class Member whose employment with Defendant was separated at any time from July 30, 2016 until [June 30, 2020 or the date the Court enters the order granting preliminary approval, whichever is earlier], shall receive a portion of the Waiting Time Amount proportionate to the number of Workdays he or she worked during the period July 30, 2016 until [June 30, 2020 or the date the Court enters the order granting preliminary approval, whichever is earlier], the numerator of which is the Settlement Class Member's gross number of Workdays worked during this period, and the denominator of which is the total number of Workdays worked by all participating Settlement Class Members during this period.

In addition, Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above. Each participating Settlement Class member who was employed by Defendant at any time from July 30, 2018 to [June 30, 2020 or the date the Court enters the order granting preliminary approval, whichever is earlier], shall receive a portion of the PAGA Amount proportionate to the number of Workdays that he or she worked during the period of July 30, 2018 to [June 30, 2020 or the date the Court enters the order granting preliminary approval, whichever is earlier], and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the participating Settlement Class Member's number of Workdays worked during the time period from July 30, 2018 to [June 30, 2020 or the date the Court enters the order granting preliminary approval, whichever is earlier], and the denominator of which is the total number of Workdays worked by all Settlement Class Members who do not opt out of the Settlement during the time period of July 30, 2018 to [June 30, 2020 or the date the Court enters the order granting preliminary approval, whichever is earlier].

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion.

Payment by Plasma of Gross Settlement Amount. Plasma agrees to pay a total Gross Settlement Amount of Three Hundred, Ninety-Five Thousand Dollars and Zero Cents (\$395,000.00), which shall be deposited with the Settlement Administrator within thirty (30) calendar days of the Effective Date. The Effective Date which is the latter of: (i) the Court's final approval of the settlement if no objections by or on behalf of Settlement Class members have been filed and not withdrawn; (ii) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (iii) the final resolution of any appeal that has been filed in favor of the validity of the final approval order.

Allocation and Taxes. For tax purposes, each Settlement Award shall be allocated as follows: seventy-five percent (75%) as penalties and interest; and twenty-five percent (25%) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class Members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class Members are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, Plasma and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

- A. Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class Member who has not submitted a timely and valid Request for Exclusion, will release Plasma, and all of its past and present officers, directors, shareholders, lenders, unit holders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and each of their respective successors, assignees, assignors, and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the "Released Parties"), of and from all claims, demands, rights, liabilities and causes of action that were

pled in any of the Complaints in the Action, or which could have been pled in any of the Complaints in the Action, on behalf of the Settlement Class only based on the factual allegations therein, that arose during the Class Period with respect to the subject matters of the Complaints, including, without limitation, for the following claims: (a) failure to pay all minimum wages owed; (b) failure to pay all overtime wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-complaint rest periods; (e) failure to provide accurate, itemized wage statements; (f) all claims for unfair business practices that could have been premised on or derive from the facts, claims, causes of action or legal theories described above; and (g) a claim under California Labor Code Private Attorneys General Act of 2004 (“PAGA”) that could have been premised or derive from on the facts, claims, causes of action or legal theories described above.

The period of the Release shall be the same time period as the Class Period. The release will be effective on the date the Settlement is fully funded by Defendant Plasma.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workdays you worked during the Class Period (as explained above), and as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Settlement Award. Your award is based on the proportionate number of workdays you worked during the Class Period and whether you have worked between July 30, 2015 and [June 20, 2020 or preliminary approval, whichever is earlier]. The information contained in Plasma’s records regarding all of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class Members. The Settlement Administrator’s decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written “Request for Exclusion from the Class Action Settlement” letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE PHAM V. PLASMA RUGGEDIZED SOLUTIONS LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

You may also exclude yourself by completing and mailing the enclosed Request for Exclusion Form.

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who files a timely Request for Exclusion from the Settlement shall, upon

receipt by the Settlement Administrator, no longer be a Settlement Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. **Your written objection must include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each reason in support of your objection. You may also complete and mail the enclosed Objection Form.** Objections submitted in writing must be postmarked on or before <<RESPONSE DEADLINE>>.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department __ of the Orange County Superior Court, located at 751 W. Santa Ana Blvd, Santa Ana, California 92701. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which *My Le Pham v. Plasma Ruggedized Solutions, Inc.*, Orange County Superior Court Case No. 30-2019-01086573-CU-OE-CXC.

If you object to the Settlement, you will remain a Member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department __ of the Orange County Superior Court, located at 751 W. Santa Ana Blvd, Santa Ana, California 92701. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class members. **You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.**

The final judgment entered by the Court will be posted on the Settlement Administrator's website (<http://.com>).

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, the pleadings and other records in this litigation may be examined at any time during regular business hours at the Office of the Clerk of the Orange County Superior Court, Complex Civil Division, 751 West Santa Ana Boulevard., Santa Ana, California 92701. You may also access case information online at <http://www.occourts.org/online-services/case-access/>, by clicking on "Access Now" for Civil Case & Document Access and entering this case number "01086573".

You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, PLASMA, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<**RESPONSE DEADLINE**>>. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.

EXHIBIT B

EXHIBIT B

NOTICE OF INDIVIDUAL SETTLEMENT AWARD

MY LE PHAM V. PLASMA RUGGEDIZED SOLUTIONS, INC.
ORANGE COUNTY SUPERIOR COURT CASE NO. 30-2019-01086573-CU-OE-CXC

Please complete, sign, date and return this form to <<ADMINISTRATOR NAME AND CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City State Zip Code

(III) Information Used to Calculate Your Individual Settlement Award:

According to Plasma Ruggedized Solutions, Inc.'s records ("Plasma"):

- (a) You were employed by Plasma and worked a total of [] days during the time period July 30, 2015 through [June 30, 2020 or the date the Court enters the order granting preliminary approval, whichever is earlier].
- (b) You were employed by Plasma and worked a total of [] days during the time period July 30, 2018 through [June 30, 2020 or the date the Court enters the order granting preliminary approval, whichever is earlier].
- (c) You [were/were not] separated from employment with Plasma during the time period July 30, 2016 and through [June 30, 2020 or the date the Court enters the order granting preliminary approval, whichever is earlier].

Based on the above, your Individual Settlement Award is estimated to be \$ _____.

(IV) If you disagree with items (a) – (c) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Plasma's records, Plasma's records will control unless you are able to provide documentation that establishes that Plasma's records are mistaken. If there is a dispute about whether Plasma's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action Settlement and Proposed Settlement" that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.

EXHIBIT C

EXHIBIT C

REQUEST FOR EXCLUSION FORM

My Le Pham v. Plasma Ruggedized Solutions, Inc.
ORANGE COUNTY SUPERIOR COURT CASE NO. 30-2019-01086573-CU-OE-CXC

SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN THE CLASS ACTION SETTLEMENT

By signing and returning this form, I represent that it is my desire to exclude myself from participating in the Settlement of the Class Action entitled ***My Le Pham v. Plasma Ruggedized Solutions, Inc.***, Orange County Superior Court Case No. 30-2019-01086573-CU-OE-CXC, and that I received notice of the Settlement, and that I do not want to participate and do not want to receive money from the Settlement.

Please note: Any person who submits this form will not receive a settlement payment.

Name (Please Print): _____
(First) (Middle) (Last)

Address: _____
(Street)

(City) (State) (Zip)

Last 4 Digits of Social Security Number: _____ Telephone No.: _____

Dated: _____ Signature: _____

**TO BE VALID, THIS FORM MUST BE POST-MARKED NO LATER THAN _____, 2020 AND
MAILED TO THE CLAIMS ADMINISTRATOR AT:**

My Le Pham v. Plasma Ruggedized Solutions, Inc.

Administrator Name

c/o _____

EXHIBIT D

EXHIBIT D

OBJECTION FORM

My Le Pham v. Plasma Ruggedized Solutions, Inc.

ORANGE COUNTY SUPERIOR COURT CASE NO. 30-2019-01086573-CU-OE-CXC

**COMPLETE THIS FORM ONLY IF YOU WISH TO OBJECT TO THE
CLASS ACTION SETTLEMENT**

In order for you to object to the Class Action Settlement entitled *My Le Pham v. Plasma Ruggedized Solutions, Inc.*, you must complete all steps listed in 1-5 below. You are not required to appear in Court in order to object to the Settlement. However, if you are planning on appearing in Court, please circle "yes" in Section 3 below. If you are planning on appearing in Court, you still must complete all steps listed in 1-5 below in order to object to the Settlement.

1. Provide the following information:

Your Name (Please Print): _____

(First)

(Middle)

(Last)

Your Address: _____

Last 4 Digits of your Social Security Number: _____

2. Describe the reasons for your objection to the Settlement (please attach additional documents if you need more space):

3. Do you intend to appear in Court at the Final Fairness Hearing, currently scheduled for [ADD DATE AND TIME].

Circle One: Yes No

You are not required to retain an attorney to object. However, if you are represented by an attorney, provide the name of your attorney and the attorney's phone number _____

4. Date and sign this form below:

Dated: _____

Signature: _____

5. COMPLETE AND MAIL THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS BELOW SO THAT IT IS POST-MARKED NO LATER THAN _____.

My Le Pham v. Plasma Ruggedized Solutions, Inc.

Administrator Name

c/o _____

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PROOF OF SERVICE

My Le Pham v. Plasma Ruggedized Solutions, Inc.
Orange County Superior Court Case No. 30-2019-01086573-CU-OE-CXC

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo, California 90245.

On August 5, 2020, I served the foregoing document(s) described as:
ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT on the interested party(ies) as follows:

DLA PIPER LLP
Paul Hall (SBN 66084)
Paul.hall@dlapiper.com
555 Mission Street, Suite 2400
San Francisco, California 94105-2933
Tel: (415) 819-8245
Fax: (415) 659-7431

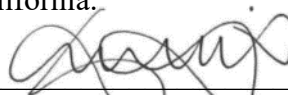
Attorneys for Defendant
PLASMA RUGGEDIZED SOLUTIONS, INC.

☒ (BY MAIL) I am "readily familiar" with Lidman Law, APC's practice of collection and processing correspondence for mailing. I enclosed the document(s) in a sealed envelope or package addressed to the persons at the address(es) listed above. Under the practice the correspondence would be deposited with the U.S. postal service on the same day with postage thereof fully prepaid at El Segundo, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage date is more than one day after date of deposit for mailing in affidavit.

☐ (BY ELECTRONIC SERVICE) I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the above-listed electronic service addresses by electronic transmission via One Legal.

☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 5, 2020, at El Segundo, California.



Dana Joudi