

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is made by and between Plaintiff My Le Pham, individually and on behalf of all members of the Settlement Class (defined below), and Defendant Plasma Ruggedized Solutions, Inc. (hereinafter “Defendant”), subject to the approval of the Court. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC (collectively, “Class Counsel”). Defendant is represented by Paul J. Hall and Kevin Harlow of DLA Piper LLP (US).

On July 30, 2019, Plaintiff filed a Complaint against Defendant in Orange County Superior Court, in the matter entitled *My Le Pham v. Plasma Ruggedized Solutions, Inc.*, Orange County Superior Court Case No. 30-2019-01086573-CU-OE-CXC (the “Action”) alleging that Defendant is liable for the following claims: (i) failure to pay all minimum wages owed; (ii) failure to pay all overtime wages owed; (iii) failure to provide meal periods; and (iv) failure to pay all wages owed at termination. As a result of the foregoing alleged violations, Plaintiff contends that Defendant is further liable to Plaintiff and the Settlement Class (defined below) because it engaged in unlawful business practices.

Given the uncertainty of litigation, and without admission of any fact, claim or defense, and subject to the approval of the Court, Plaintiff and Defendant wish to settle on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, and with reservation by Defendant of any defenses to class certification if this matter were litigated, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

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

The time period of July 30, 2015 through June 30, 2020 or the date the Court enters the order granting preliminary approval, whichever is earlier, shall be referred to herein as the “Class Period.”

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure for the purposes of litigation and trial. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or as to any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. Amendment to Complaint. As a material term and condition of this Settlement, the Parties agree to stipulate, for settlement purposes only, that Plaintiff be granted leave to file a First Amended Complaint to add: (a) claims under the Labor Code Private Attorneys General Act, § 2698 et seq. (“PAGA”) based on the allegations asserted in the Complaint and First Amended Complaint; (b) claims for failure to provide accurate, itemized wage statements pursuant to Labor Code section 226 and failure to maintain records pursuant Labor Code section 1174; and (c) claims for Defendant’s alleged failure to permit and authorize rest periods and any related statutory and/or civil penalty claims. Defendant shall cooperate, as necessary, to stipulate to and/or otherwise effectuate the filing of the First Amended Complaint. Defendant shall cooperate, as necessary, with respect to Plaintiff sending a letter to the Labor & Workforce Development Agency asserting claims based on the allegations asserted in the Complaint and First Amended Complaint in the Action. This Settlement is expressly conditioned upon the Court granting leave to file the First Amended Complaint. If the Court denies preliminary or final approval of this settlement for any reason, then the First Amended Complaint shall be stricken and the pleadings in this Lawsuit shall be restored as if no settlement was reached by the Parties, with each party reserving all rights, claims or defenses as to any Amended Complaint, if any.

3. Release by Settlement Class Members and Plaintiff. Plaintiff and every member of the Settlement Class (except those who opt out) will fully release and discharge Defendant, 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”), as follows:

- A. Settlement Class members will release 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 pay premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or pay 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 on or derive from the facts, claims, causes of action or legal theories described above.
- B. The time period for release of the Released Claims 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 paying the Gross Settlement Amount in trust to a Qualified Settlement Fund established by the Settlement Administrator.

- C. **Claims Not Released.** The Parties agree that the release identified herein does not apply to Plaintiff's individual claims asserted in the lawsuit entitled *My Le Pham v. Plasma Ruggedized Solutions, Inc.* currently pending in Orange County Superior Court, bearing Case No. 30-2019-01114579-CU-WT-CJC, filed on or about November 26, 2019. This Agreement in no way affects Plaintiff's individual claims asserted in the lawsuit entitled *My Le Pham v. Plasma Ruggedized Solutions, Inc.* currently pending in Orange County Superior Court, bearing Case No. 30-2019-01114579-CU-WT-CJC, filed on or about November 26, 2019.

4. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a "Gross Settlement Amount" of Three Hundred Ninety-Five Thousand Dollars and Zero Cents (\$395,000.00) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators (or a mutually agreeable alternative Settlement Administrator) as the "Settlement Administrator" to administer this Settlement
- B. This Settlement Agreement shall become effective on the latter of: (a) the Court's final approval of the settlement if no objections by or on behalf of Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed in favor of the validity of the final approval order ("Effective Date").
- C. Defendant shall pay the Gross Settlement Amount in trust to a Qualified Settlement Fund established by the Settlement Administrator not later than within thirty (30) days of the Effective Date.
- D. This is a non-reversionary settlement. The Gross Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Ten Thousand Dollars and Zero Cents (\$10,000.00);
 - (3) Up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff's Class Representative Service Award, in recognition of her contributions to the Action and her service to the Settlement Class. In the event that the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke this Settlement Agreement, and it will remain binding;

- (4) Up to one-third of the Gross Settlement Amount in Class Counsel's attorneys' fees, plus reasonable and verified actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Twenty-Four Thousand Dollars and Zero Cents (\$24,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, neither Plaintiff nor Class Counsel shall have the right to revoke this Settlement Agreement, and it will remain binding; and
 - (5) Ten Thousand Dollars and Zero Cents (\$10,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. 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 Labor & Workforce Development Agency ("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.
- D. Defendant's share of payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.
- E. **Escalator Clause.** Defendant represents that there are an estimated 114,624 workdays during the period July 30, 2015 through December 31, 2019. If the number of workdays during the Class Period is more than 15% greater than this figure (i.e., if there are more than 131,817 workdays worked by the Settlement Class members during the Class Period), then Defendant, at its option, can either choose to: (1) close the Class Period on the date on which the number of workdays reaches 131,818; or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of workdays worked by the Class Members above the 15% (i.e., if there was a 16% increase in the number workdays during the Class Period, then Defendant would agree to increase the Gross Settlement Amount by 1%).

5. **Financial Status.** Defendant will submit to Plaintiff's counsel a sworn declaration attesting that the financial information provided by Defendant for the mediation as to the statements in Defendant's mediation brief section III.C. at pp. 8-9, mediation brief exhibit E, and the information and excel workbook sent to counsel for Plaintiff by counsel for Defendant in an email dated January 22, 2020 are substantially and materially true and correct. Defendant agrees to meet and confer with counsel for Plaintiff should Plaintiff reasonably request additional information to verify that the financial information provided by Defendant for the mediation was substantially and materially true and correct as to the statements in Defendant's mediation brief section III.C. at pp. 8-9 regarding Defendant's financial information, mediation brief exhibit E, and the information and excel workbook sent to counsel for Plaintiff by counsel for Defendant in an email dated January 22, 2020.. Plaintiff and her counsel agree to hold all information provided pursuant to this Paragraph 5 in confidence and to return to Defendant and/or destroy such information after

final disbursement of all settlement funds, with the exception that Plaintiff's counsel may retain one copy of the documents for their file only, which shall be used solely for the settlement of this Action. This paragraph shall not prohibit Plaintiff's counsel from disclosing sufficient information regarding Defendant's financial condition in support of Plaintiff's motion for preliminary approval of the class action settlement and/or final approval of the class action settlement, provided that Plaintiff first advises Defendant regarding the information she intends to disclose in her motion and cooperates with Defendant regarding the language of such disclosure and Plaintiff provides Defendant the opportunity for Defendant to file a motion to seal certain records regarding its financial information, if necessary, to the extent provided by applicable law. This paragraph also does not prohibit Plaintiff's counsel from sharing the financial information with their forensic accountant in order to confirm the financial condition of Defendant provided the forensic accountant agrees to maintain the confidentiality of such information.

6. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Settlement Award") from the Settlement. Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiff's Class Representative Service Award, the Settlement Administrator's fees and expenses for administration, and the amount designated as PAGA civil penalties payable to the LWDA. The remaining amount shall be known as the "Net Settlement Amount."
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Settlement Award based on the following formula:
 - i. Eighty-Five Percent (85%) of the Net Settlement Amount 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 the number of workdays worked by the Settlement Class Member 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 during the Class Period.
 - ii. Ten Percent (10%) of the Net Settlement Amount 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 worked by the Settlement Class Member 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.

- iii. 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 Defendant at any time from July 30, 2018 until 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 worked by the Settlement Class Member during the period July 30, 2018 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.
- iv. PAGA Amount: 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 until 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 until 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 until 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 until June 30, 2020 or the date of preliminary approval, whichever is earlier.

- C. Within ten (10) calendar days following Defendant's deposit of the Gross Settlement Amount in trust to a Qualified Settlement Fund established by the Settlement Administrator, the Settlement Administrator shall calculate Settlement Award amounts and provide the same to counsel for the Parties for review and approval, and counsel for the Parties shall respond to the Settlement Administrator within ten (10) calendar days. Within ten (10) calendar days of approval by counsel for the Parties, the Settlement Administrator shall prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class Members. The Settlement Administrator shall simultaneously pay the withholdings

to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel.

- D. For purposes of calculating applicable taxes and withholdings, 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. Notwithstanding the treatment of the payments to each Settlement Class Member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans. The Parties agree that Defendant is not providing any tax advice in connection with the Settlement or any payments to be made pursuant to this Settlement Agreement.
- E. Each Member of the Settlement Class who receives a Settlement Award must cash that check within 180 days from the date the Settlement Administrator mails the check. Any funds payable to Settlement Class Members whose checks were not cashed within 180 days after mailing will be delivered to the California State Controller's Office – Unclaimed Property Fund in the name of the Settlement Class Member.
- F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

7. Attorneys' Fees and Costs. Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be One Hundred Thirty-Three Thousand, Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$131,666.66). Additionally, Class Counsel will request an award of actual, reasonable and verified costs and expenses as supported by declaration, in an amount not to exceed Twenty-Four Thousand Dollars and Zero Cents (\$24,000.00) from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs and expenses incurred in connection with this litigation, including without limitation: all work performed and all costs and expenses incurred to date; and all work to be performed and costs and expenses to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

8. Class Representative Service Award. Defendant will not object to a request for a Class Representative Service Award of up to Five Thousand Dollars and Zero Cents (\$5,000.00), for Plaintiff's time and risk in prosecuting this case, and service to the Settlement Class. This award

will be in addition to the Settlement Award as a Settlement Class Member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. In the event that the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

9. Amount of PAGA Payment not Material. Any change in the requested PAGA civil penalties amount is not a material term of this Settlement Agreement. If the Court approves a lesser or greater amount than that requested, the other terms of this Settlement Agreement shall still remain in effect and the Gross Settlement Amount shall not be changed, unless otherwise provided for in this Settlement Agreement.

10. Settlement Administrator. Defendant will not object to the appointment of Phoenix Settlement Administrators, Inc. as Settlement Administrator. Defendant will not object to Plaintiff seeking permission to pay up to Ten Thousand Dollars and Zero Cents (\$10,000.00 for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for establishing a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Service Code for the purpose of administering the Settlement and holding the various payments from Defendant comprising the Gross Settlement Amount, sending notices and for calculating Settlement Awards and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wages, which shall be paid by Defendant separate and apart from the Gross Settlement Amount, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Settlement Awards have been mailed to all participating Settlement Class members.

11. Preliminary Approval. Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC as Class Counsel;
- C. Appointing My Le Pham as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators, as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Settlement Award, drafts of which are attached hereto as Exhibits A and B, respectively), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

12. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days after entry of an order preliminarily approving this Settlement Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, last known phone numbers, social security numbers, the dates of employment, and the number of work days worked by each Settlement Class Member while employed during the Class Period (the “Class Data”). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within five (5) business days from receipt of the Class Data, the Settlement Administrator shall (i) run the names of all Settlement Class Members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class Members; (ii) update the address of any Settlement Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class Member; and (iv) mail a Class Notice Packet in both English and Vietnamese to each Settlement Class Member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class Member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Class Notice (the “Response Deadline”).
 - i. The Notice Packet shall state that Settlement Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class Member; (2) contain a statement that the Settlement Class Member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member’s telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.

- D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any written objection should: (1) contain the objecting Settlement Class Member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class Member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) must be postmarked no later than the Response Deadline. A Settlement Class Member is not required to submit a written objection in order to object. A Settlement Class Member may also appear at the Final Fairness Hearing to object, should the Court allow the objector to do so.
- E. Notice of Settlement Award / Disputes. Each Class Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award, including the Settlement Class Member's number of Workdays worked during the Class Period. Settlement Class Members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall not change the Gross Settlement Amount, unless otherwise provided for in this Settlement Agreement.
- F. Any Class Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Class Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Class Notice Packet to the Settlement Class Member within three (3) business days of obtaining the updated address. Settlement Class members to whom Class Notice Packets are re-mailed after having

been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Class Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

13. **Blow-Up Clause.** If more than five (5) percent of the Settlement Class Members submit timely and valid requests to opt-out of the Settlement, Defendant shall have the right to negate and rescind the Settlement within 15 days from notice from the Settlement Administrator of the total number of opt-out requests by providing written notice to counsel for Plaintiff.

14. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs and expenses, Class Representative Service Award, and settlement administration costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

15. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any fact, claim or liability, or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

16. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

17. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant:

Paul J. Hall and Kevin Harlow of DLA Piper LLP (US), 555 Mission Street, Suite 2400, San Francisco, CA 94105-2933; Paul.hall@us.dlapiper.com, kevin.harlow@us.dlapiper.com

if to Plaintiff:

Scott M. Lidman, Elizabeth Nguyen, and Milan Moore, Lidman Law, APC, 222 N. Sepulveda Blvd., Suite 1550, El Segundo, California 90245; slidman@lidmanlaw.com, enguyen@lidmanlaw.com, mmmore@lidmanlaw.com

Paul K. Haines, Haines Law Group, APC, 222 N. Sepulveda Blvd., Suite 1550, El Segundo, California 90245; phaines@haineslawgroup.com

18. Cooperation. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

19. Entire Agreement. This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

20. Counterparts. This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

21. Confidentiality Provision. Parties and attorneys shall keep the terms of the Settlement confidential through the date on which the motion for preliminary approval is filed, except as otherwise necessary to effectuate the terms of the Settlement. Thereafter, the parties agree to make no comments to the media or otherwise publicize the terms of the Settlement.

DATED: March 25, 2020

DEFENDANT PLASMA RUGGEDIZED SOLUTIONS, INC.

By: 

Plasma Ruggedized Solutions

DATED:

PLAINTIFF MY LE PHAM

By:

Plaintiff and Settlement Class Representative

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Pham v. Plasma Ruggedized Solutions, Inc.
Stipulation of Class Action Settlement

if to Defendant: Paul J. Hall and Kevin Harlow of DLA Piper LLP (US), 555 Mission Street, Suite 2400, San Francisco, CA 94105-2933; Paul.hall@us.dlapiper.com, kevin.harlow@us.dlapiper.com

if to Plaintiff: Scott M. Lidman, Elizabeth Nguyen, and Milan Moore, Lidman Law, APC, 222 N. Sepulveda Blvd., Suite 1550, El Segundo, California 90245; slidman@lidmanlaw.com, enguyen@lidmanlaw.com, mmmore@lidmanlaw.com

Paul K. Haines, Haines Law Group, APC, 222 N. Sepulveda Blvd., Suite 1550, El Segundo, California 90245; phaines@haineslawgroup.com

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DATED: 3/28/2020

DEFENDANT PLASMA RUGGEDIZED
SOLUTIONS, INC.

By: 

DATED:

PLAINTIFF MY LE PHAM

By:

Plaintiff and Settlement Class Representative

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Pham v. Plasma Ruggedized Solutions, Inc.
Stipulation of Class Action Settlement

APPROVED AS TO FORM:

DATED:

DLA PIPER LLP (US)

By: Paul J. Hall or
Paul J. Hall
Kevin Harlow
Attorneys for Defendant Plasma Ruggedized
Solutions, Inc.

DATED: March 25, 2020

HAINES LAW GROUP, APC

By: P. H.
Paul K. Haines
Attorneys for Plaintiff

DATED: March 25, 2020

LIDMAN LAW, APC

By: Scott M.
Scott M. Lidman
Attorneys for Plaintiff

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 222 N. Sepulveda Blvd., Suite 1550 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 222 N. Sepulveda Blvd., Suite 1550 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.”

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 specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. 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>>.**