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7 Attorneys for Plaintiff(s),

8 TUAN HOANG, and all others similarly situated

(Additional attorneys for parties on following page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF SANTA CLARA**

12 **(UNLIMITED JURISDICTION)**

13
14 TUAN HOANG, on behalf of himself, and as an
15 “aggrieved employee” on behalf of other
16 “aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

17 *Plaintiff(s),*

18 vs.

19 MDC VACUUM PRODUCTS, LLC, a Delaware
20 limited liability company; and DOES 1–50,
inclusive,

21 *Defendant(s).*
22

Case No. 21CV376678

PAGA SETTLEMENT AGREEMENT

Action filed: 3/1/2021

Dept.: 3

Judge: Hon. Patricia M. Lucas

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1 Subject to Court approval by the Superior Court for the State of California, County of
2 Santa Clara (“Court”), Plaintiff Tuan Hoang (“Plaintiff”) and Defendant MDC Vacuum Products,
3 LLC (“Defendant”) (collectively, Plaintiff and Defendant are the “Parties”) hereby agree to the
4 following binding settlement (“Settlement” or “Settlement Agreement”) of the PAGA claims set
5 forth in the operative First Amended Complaint in the Action entitled Tuan Hoang v. MDC
6 Vacuum Products, LLC, et al., filed in Santa Clara County Superior Court, Case
7 No. 21CV376678 (the “Action”).

8 **PERSONS COVERED BY THE SETTLEMENT**

9 1. **Aggrieved Employees**: This Settlement covers all current and former hourly or
10 non-exempt employees of Defendant who worked in California at any time during the PAGA
11 Period (the “Aggrieved Employees”).

12 2. **PAGA Period**: The Settlement covers the period from December 26, 2019, to
13 the date the Court approves this settlement (the “PAGA Period”).

14 3. **Effective Date**: The effective date (“Effective Date”) of this Agreement shall be
15 the last to occur of the following: (a) sixty-five (65) calendar days after the date of entry of an
16 order and judgment approving this Settlement; (b) if there are intervenors to the Action, and if
17 an appeal, review or writ is not sought from the order granting approval of the settlement, then
18 upon the expiration date of the time for the filing or noticing of any appeal from, or other
19 challenge to, the judgment; or (c) if an appeal, review or writ is sought from the judgment, thirty
20 (30) calendar days after the judgment is affirmed or the appeal, review or writ is dismissed or
21 denied, and the judgment is no longer subject to further judicial review. Prior to the Effective
22 Date of the Settlement, Defendant will not be required to fund the Settlement, in whole or in part,
23 through the Settlement Administrator or any third party. If PAGA Counsel were to appeal a ruling
24 with respect to fees or costs, such appeal shall not affect the Effective Date and the Settlement
25 Administrator shall reserve such funds sufficient to cover the dispute. Any subsequent
26 distribution shall be at PAGA Counsel’s expense. If the Effective Date falls on a holiday or
27 weekend, the Effective Date shall be the next calendar day.

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SETTLEMENT CONSIDERATION

4. **Maximum Settlement Amount:** Defendant will pay Four Hundred and Eighty Thousand Dollars and Zero Cents (\$480,000.00) to settle the PAGA claims in the Action (“Maximum Settlement Amount”). In no event shall Defendant be liable for more than the Maximum Settlement Amount of Four Hundred and Eighty Thousand Dollars and Zero Cents (\$480,000.00) as a result of this Settlement. The Maximum Settlement Amount will be allocated as follows:

- a. Third-Party Settlement Administration Fees of up to Ten Thousand Dollars (\$10,000.00);
- b. Plaintiff’s counsel’s, The Spivak Law Firm and United Employees Law Group (“PAGA Counsel”), request for attorneys’ fees of up to one-third (1/3) of the Maximum Settlement Amount, or One Hundred and Sixty Thousand Dollars and Zero Cents (\$160,000.00) (“PAGA Counsel’s Fees”), subject to Court approval, plus actual costs and expenses incurred by PAGA Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Fifteen Thousand Dollars and Zero Cents (\$15,000.00) (“PAGA Counsel’s Costs”);
- c. A payment to Plaintiff in the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) (“Enhancement Award”) for (1) his general release that includes a release of claims pursuant to California Civil Code section 1542 and (2) his service to the State of California and the Aggrieved Employees in prosecuting the Action; and
- d. The remaining funds (the Maximum Settlement Amount less the Third-Party Settlement Administration Fees, PAGA Counsel’s Fees, PAGA Counsel’s Costs, and Plaintiff’s Enhancement Award) shall be referred to as the “Net Settlement Amount.”

5. **Distribution of the Net Settlement Amount.** The Net Settlement Amount shall be designated as PAGA penalties in full satisfaction of all claims for PAGA civil penalties under

1 the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to
2 have been violated in or reasonably related to the operative First Amended Complaint with
3 respect to the Aggrieved Employees, allocated between the LWDA and the Aggrieved
4 Employees pursuant to Labor Code section 2699(i) with 75.0% paid to the LWDA and 25.0%
5 paid to the Aggrieved Employees on a pro-rata basis ("PAGA Penalties Fund"). The 25.0% of
6 the Net Settlement Amount will be paid to all Aggrieved Employees according to the following
7 formula: Settlement Payment to each Aggrieved Employee = $[\$[25.0\% \text{ of Net Settlement}$
8 $\text{Amount}] \times [\text{Pay Periods Worked by Individual Aggrieved Employee During PAGA Period} \div$
9 $\text{Total Pay Periods Worked by All Aggrieved Employees during PAGA Period}]$.

10 6. **Settlement Administration.** Settlement Administrator CPT Group, Inc., or as
11 otherwise agreed to by the Parties and approved by the Court, will administer this Settlement and
12 will be responsible for issuing payments and appropriate tax forms to Aggrieved Employees, the
13 LWDA, Plaintiff, and PAGA Counsel. The estimate of costs of administration for the
14 disbursement of the PAGA Penalties Fund is no more than Ten Thousand Dollars and Zero Cents
15 (\$10,000.00). If less than \$10,000.00 is spent on the Settlement Administrator, any unused funds
16 will be paid to the California State Controller's Office Unclaimed Property Fund.

17 7. **Court Approval of the Settlement and Distribution of Settlement Payments.**
18 The Parties will present this Settlement Agreement to the Court and will request that the Court
19 issue a Court Approval Order and Judgment approving and incorporating by reference the terms
20 and conditions of the Settlement Agreement (the "Court Approval Order and Judgment"),
21 dismissing the Action with prejudice, and entering judgment. The Parties shall submit this
22 Settlement Agreement for the Court's approval by stipulation and order, unless the Court requires
23 a motion, in which event, Plaintiff will undertake that responsibility.

24 8. **Notice to LWDA.** Pursuant to California Labor Code section 2699(l)(1), Plaintiff
25 shall submit to the LWDA a copy of this Settlement Agreement and all supporting approval
26 documents at the same time that Plaintiff submits it to the Court for approval.

27 9. **Funding of the Settlement.** Within thirty (30) calendar days after the Effective
28 Date and notice by the Court or Plaintiff that the Action has been dismissed with prejudice,

1 Defendant shall deposit the Maximum Settlement Amount with the Settlement Administrator,
2 who shall issue payment to PAGA Counsel and Plaintiff within twenty (20) calendar days of
3 receipt of the Maximum Settlement Amount. Within thirty (30) calendar days after the Effective
4 Date, Defendant shall provide the Settlement Administrator with the list of all Aggrieved
5 Employees, with each listed employee's full name, hiring, and, if applicable, termination dates
6 in connection with the employee's employment with Defendant during the PAGA Period, last
7 known mailing address, and social security number. Within twenty (20) calendar days of receipt
8 of the list of all Aggrieved Employees, the Settlement Administrator shall run all the addresses
9 of Aggrieved Employees through the United States Postal Service NCOA database to obtain
10 current address information, and issue payments to (a) Aggrieved Employees; (b) the LWDA;
11 and (c) itself. The Settlement Administrator will skip-trace return mail and re-mail within five
12 (5) calendar days. The Settlement Administrator will issue the appropriate tax forms for all
13 payments issued under this Settlement. If the Effective Date falls on a holiday or weekend, the
14 Effective Date shall be the next calendar day.

15 10. **Settlement Payments to Aggrieved Employees:** The Settlement Administrator
16 will issue each Aggrieved Employee a check for his or her share of the Net Settlement Amount
17 along with an explanatory letter to be prepared by the Parties. Checks will remain negotiable for
18 one hundred eighty (180) days. Any checks returned as non-deliverable on or before the check
19 cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address
20 affixed thereto. Funds represented by settlement checks returned as undeliverable and those
21 settlement checks remaining un-cashed for more than 180 days after issuance shall be paid to the
22 California State Controller's Office Unclaimed Property Fund with an identification of the
23 amount of unclaimed funds attributable to each Aggrieved Employee. The Parties do not bear
24 any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation
25 of checks. Unless responsible by its own acts of omission or commission, the same is true for the
26 Settlement Administrator. All settlement payments to Aggrieved Employees will be treated as
27 miscellaneous income for which an IRS Form 1099 will be issued by the Settlement
28 Administrator if required by law.

1 11. **Release of Plaintiff's Individual Claims:** In exchange for the benefits of this
2 Settlement, including the Enhancement Award, Plaintiff agrees to an irrevocable and
3 unconditional release of Defendant and the Released Parties (defined in section 13) from any and
4 all charges, complaints, claims, causes of action, debts, sums of money, controversies,
5 agreements, promises, damages, and liabilities of any kind or nature whatsoever, both at law and
6 equity, known or unknown, suspected or unsuspected, arising from any conducting occurring on
7 or before the date Plaintiff executes this Agreement, including but not limited to a release of any
8 and all rights, Plaintiff has to sue or to bring any type of claim under (a) California state law;
9 (b) the laws of other states; (c) the Fair Labor Standards Act; (d) Title VII of the Civil Rights Act
10 of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, (e) the Age Discrimination in Employment Act
11 of 1967, (f) the Civil Rights Act of 1991, (g) the Civil Rights Act of 1866 and 1870, (h) 42 U.S.C.
12 § 1981, as amended, (i) Executive Order 11246, (j) the Americans with Disabilities Act 42 U.S.C.
13 § 12101, *et seq.*, as amended, (k) the Family and Medical Leave Act, as amended, (l) the Equal
14 Pay Act of 1963, as amended, (m) the Immigration and Reform Control Act, as amended,
15 (n) the Occupational Safety and Health Act, as amended, (o) the Sarbanes-Oxley Act of 2002, as
16 amended, (p) the Employment Retirement Income Security Act of 1974, as amended (except
17 vested benefits), (q) the Worker Adjustment and Benefit Protection Act of 1990, as amended,
18 (r) the Worker Adjustment and Retraining Notification Act, as amended, (s) any federal, state or
19 common law claim or cause of action based on any alleged failure to pay wages, breach of
20 contract, wrongful discharge, constructive discharge, retaliation, defamation, slander, liable,
21 intentional or negligent infliction of emotional distress, misrepresentation, fraud, promissory
22 estoppel, (t) any other tort or negligence claim or obligations arising out of any of Defendant's
23 employment policies or practices, employee handbooks, or any statements by any employee or
24 agent of Defendant whether oral or written; and (u) for reinstatement, back pay, bonus, attorneys'
25 fees, compensatory damages, costs, front pay, any form of equitable or declaratory relief,
26 liquidated damages, emotional distress, personal injury, punitive damages, pain and suffering,
27 medical expenses, damage to reputation, damage for personal, emotional or economic injury or
28 damage of any kind. This provision is intended by the Parties to be all-encompassing and to act

1 as a full and total release of any claim, whether specifically enumerated herein or not, that
2 Plaintiff might have or have had, that exists or ever has existed on or prior to the date this
3 Settlement Agreement is signed. The Parties understand and agree that the word “claims”
4 includes all actions, group actions (including any pending or future collective, class, private
5 attorney general or representative actions for which Plaintiff may otherwise qualify as a putative
6 class member or represented party), complaints and grievances that could potentially be brought
7 by Plaintiff against the Released Parties. Plaintiff acknowledges the existence of and, with
8 respect to the release given herein, expressly waives and relinquishes any and all rights and
9 benefits Plaintiff has or may have under California Civil Code section 1542, which provides:

10 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
11 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
12 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

13 12. Plaintiff acknowledges that he may hereafter discover facts different from or in
14 addition to those which each he or his attorneys now know or believe to be true with respect to
15 the matters released in this settlement, and agrees that the release so given, shall be and remain
16 in effect as a full and complete release of all claims, notwithstanding any such different or
17 additional facts.

18 13. **Settled and Released PAGA Claims.** As of and subject to the occurrence of the
19 Effective Date, and in consideration for the Maximum Settlement Amount, the claims settled,
20 fully released and forever discharged by the LWDA and the Aggrieved Employees, including
21 Plaintiff, constitute any and all claims under the Private Attorneys General Act, inclusive of all
22 civil penalties, attorneys’ fees, interest, liquidated damages, injunctive relief, and costs, for
23 alleged violations of California Labor Code §§ 201-204, 221, 226, 226.7, 246, 510, 512, 558,
24 1174, 1174.5, 1194, 1197, 1198, 2802 and 2698 *et seq.* and the applicable Wage Order(s) during
25 the PAGA Period arising from (1) any allegation in the Action and (2) any allegation that could
26 have been pleaded in the Action, whether known or unknown, that relates to the (a) failure to pay
27 all wages earned for all hours worked or amounts otherwise due under the Labor Code at the
28 correct regular rate of pay, (b) failure to provide compliant rest breaks and meal periods,

1 (c) failure to reimburse necessary business expenses, (d) failure to provide timely and accurate
2 wage statements, (e) failure to timely pay wages during employment and upon separation, and
3 (f) failure to maintain accurate employment records (“PAGA Released Claims”) against the
4 Released Parties. The “Released Parties” are MDC Vacuum Products, LLC; MDC Precision,
5 LLC; MDC Precision, Inc; and their present and former parent companies, subsidiaries,
6 divisions, concepts, related or affiliated companies, and its shareholders, officers, directors,
7 employees, agents, attorneys, insurers, successors and assigns, and any other individual or entity
8 that could be liable for any of the PAGA Released Claims (hereinafter “Released Parties”).

9 14. **No Credit Toward Benefit Plans.** Payments to Aggrieved Employees as
10 referenced herein will not be utilized to calculate any additional benefits under any benefit plans
11 to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing
12 plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans,
13 PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that this Settlement
14 Agreement will not affect any rights, contributions, or amounts to which any Aggrieved
15 Employee may be entitled under any benefit plans.

16 15. **No Prior Assignments.** The Parties and their counsel represent, covenant, and
17 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
18 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
19 demand, action, cause of action or right herein released and discharged.

20 16. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not
21 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any
22 other reason, then this Settlement Agreement, and any documents generated to bring it into effect,
23 will be null and void, and the Parties will be returned to their original respective positions.

24 17. **Continued Jurisdiction.** After entry of the Court Approval Order and Judgment,
25 the Court will have continuing jurisdiction under California Code of Civil Procedure
26 section 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the
27 terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Court Approval
28 matters as may be appropriate under court rules or as set forth in this Settlement.

1 18. **Entire Agreement.** This Settlement Agreement constitutes the entirety of the
2 Parties' settlement terms regarding the Action. No other prior or contemporaneous written or oral
3 agreements may be deemed binding on the Parties.

4 19. **Amendment or Modification.** This Settlement Agreement may be amended or
5 modified only by a written instrument, signed by either all the Parties or their successors-in-
6 interest or counsel for all Parties.

7 20. **Authorization to Enter Into Settlement Agreement.** Counsel for all Parties
8 warrant and represent they are expressly authorized by the Parties whom they represent to
9 negotiate this Settlement Agreement and to take all appropriate action required or permitted to
10 be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to
11 execute any other documents required to effectuate the terms of this Settlement Agreement.
12 The Parties and their counsel will cooperate with each other and use their best efforts to effect
13 the implementation of the Settlement. If the Parties are unable to reach agreement on the form or
14 content of any document needed to implement the Settlement, or on any supplemental provisions
15 that may become necessary to effectuate the terms of this Settlement, the Parties may seek the
16 assistance of the Court to resolve such disagreement.

17 21. **Binding on Successors and Assigns.** This Settlement Agreement will be binding
18 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
19 defined.

20 22. **California Law Governs.** All terms of this Settlement Agreement hereto will be
21 governed by and interpreted according to the laws of the State of California.

22 23. **Execution and Counterparts.** This Settlement Agreement is subject only to the
23 execution of all Parties. However, the Settlement Agreement may be executed in one or more
24 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
25 of the signature page, will be deemed to be one and the same instrument.

26 24. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties
27 believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action
28 and have arrived at this Settlement after arm's-length negotiations by experienced counsel before

1 Louis Marlin, an experienced and well-respected mediator who focuses on mediation of
2 employment matters involving alleged wage and hour violations. The Parties further
3 acknowledge that they are each represented by competent counsel and that they have had an
4 opportunity to consult with their counsel regarding the fairness and reasonableness of this
5 Settlement.

6 25. **Denial of Liability.** The Parties expressly recognize that the making of this
7 Settlement Agreement does not in any way constitute an admission or concession of wrongdoing
8 on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation
9 thereof, nor any statements, discussions or communications, nor any materials prepared,
10 exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will
11 any of the foregoing constitute, be introduced, be used or be admissible in any way in any other
12 judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any
13 violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order,
14 or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement
15 Agreement may be used in any proceeding in the Court that has as its purpose the interpretation,
16 implementation, or enforcement of the Settlement or any orders or judgments of the Court entered
17 into in connection therewith.

18 26. **Invalidity of Any Provision.** Before declaring any provision of this Settlement
19 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
20 extent possible consistent with applicable precedents so as to define all provisions of this
21 Settlement Agreement valid and enforceable. If any provision of this Settlement Agreement or
22 the application thereof is held invalid, the invalidity shall not affect other provisions or
23 applications of this Settlement Agreement which can be given effect without the invalid
24 provisions or application and, to this end, the provisions of this Settlement Agreement are
25 declared to be severable. Notwithstanding the foregoing, no portion of any release contained
26 herein may be deemed severed or deleted from this Agreement, except upon waiver in writing
27 by the applicable party.

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1 27. **Captions.** The captions and section numbers in this Settlement Agreement are
2 inserted for the reader's convenience, and in no way define, limit, construe or describe the scope
3 or intent of the provisions of this Settlement Agreement.

4 28. **Waiver.** No waiver of any condition or covenant contained in this Settlement
5 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
6 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
7 right or remedy.

8 29. **Enforcement Action.** In the event that one or more of the Parties institutes any
9 legal action or other proceeding against any other Party or Parties to enforce the provisions of
10 this Settlement or to declare rights and/or obligations under this Settlement, the successful Party
11 or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
12 fees and costs, including expert witness fees incurred in connection with any enforcement
13 actions.

14 30. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the
15 terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will
16 not be construed more strictly against one party than another merely by virtue of the fact that it
17 may have been prepared by counsel for one of the Parties, it being recognized that, because of
18 the arms-length negotiations between the Parties, all Parties have contributed to the preparation
19 of this Settlement Agreement.

20 31. **Representation By Counsel.** The Parties acknowledge that they have been
21 represented by counsel throughout all negotiations that preceded the execution of this Settlement
22 Agreement, and that this Settlement Agreement has been executed with the consent and advice
23 of counsel, and reviewed in full.

24 32. **Cooperation and Execution of Necessary Documents.** All Parties will
25 cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate
26 the terms of this Settlement Agreement.

27 33. **Binding Agreement.** The Parties warrant that they understand and have full
28 authority to enter into this Settlement, and further intend that this Settlement Agreement will be

1 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
2 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
3 provisions that otherwise might apply under federal or state law.

4 34. **Confidentiality**. The Parties and their counsel agree that they will not issue any
5 press releases, initiate any contact with the press, respond to any press inquiry or have any
6 communication with the press about the fact, amount or terms of this Settlement. PAGA Counsel
7 may respond to press inquiries by stating the matter has been resolved and refer the press to court
8 filings. In addition, PAGA Counsel agree that they will not engage in any advertising or
9 distribute any marketing materials specifying any material terms specifically relating to the
10 Settlement of this case, including but not limited to any postings on any websites maintained by
11 PAGA Counsel. Any communication about the Settlement to Aggrieved Employees will be
12 limited to a statement that a settlement has been reached and the details will be communicated in
13 a forthcoming notice letter that will be drafted by the Parties. Plaintiff is prohibited from
14 discussing the terms or the fact of this PAGA Settlement with third parties other than:
15 (1) his immediate family members, and (2) his respective accountants or lawyers as necessary
16 for tax purposes. Nothing herein shall restrict PAGA Counsel from including publicly available
17 information regarding this Settlement in future judicial submissions regarding PAGA Counsel's
18 qualifications and experience.

19
20 Plaintiff TUAN HOANG

21 09 / 23 / 2022

22 DATED

23 Defendant MDC Vacuum Products, LLC

24
25 DATED

26 David Dutton
27 CEO

1 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
2 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
3 provisions that otherwise might apply under federal or state law.

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5 press releases, initiate any contact with the press, respond to any press inquiry or have any
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9 distribute any marketing materials specifying any material terms specifically relating to the
10 Settlement of this case, including but not limited to any postings on any websites maintained by
11 PAGA Counsel. Any communication about the Settlement to Aggrieved Employees will be
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13 a forthcoming notice letter that will be drafted by the Parties. Plaintiff is prohibited from
14 discussing the terms or the fact of this PAGA Settlement with third parties other than:
15 (1) his immediate family members, and (2) his respective accountants or lawyers as necessary
16 for tax purposes. Nothing herein shall restrict PAGA Counsel from including publicly available
17 information regarding this Settlement in future judicial submissions regarding PAGA Counsel's
18 qualifications and experience.

19
20 Plaintiff TUAN HOANG

21
22 DATED

23
24 9/26/2022

25 DATED

26 Defendant MDC Vacuum Products, LLC

David Dutton

27 David Dutton
28 CEO

1 **APPROVED AS TO FORM**

2
3 THE SPIVAK LAW FIRM

4 09 / 23 / 2022



5 DATED

David Spivak
Attorneys for Plaintiff Tuan Hoang

6
7 UNITED EMPLOYEES LAW GROUP

8
9
10 DATED

Walter L. Haines
Attorneys for Plaintiff Tuan Hoang

11
12 JACKSON LEWIS, P.C.

13
14
15 DATE

Donald P. Sullivan
Janelle J. Sahouria
Attorneys for Defendant
MDC Vacuum Products, LLC

1 **APPROVED AS TO FORM**

2
3 THE SPIVAK LAW FIRM

4
5 DATED

6 David Spivak
7 Attorneys for Plaintiff Tuan Hoang

8 UNITED EMPLOYEES LAW GROUP

9 Sept 23, 2022

10 

11 DATED

12 Walter L. Haines
13 Attorneys for Plaintiff Tuan Hoang

14 JACKSON LEWIS, P.C.

15 September 26, 2022

16 

17 DATE

18 Donald P. Sullivan
19 Janelle J. Sahouria
20 Attorneys for Defendant
21 MDC Vacuum Products, LLC