

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”) is made by and between Plaintiffs Ingrid Alcala (“Plaintiff Alcala”) and Quondrel Grays (“Plaintiff Grays”) (together, “Plaintiffs”) and Defendants Ultra Clean Technology Systems and Services, Inc. d/b/a Ultra Clean Technology (“UCT”) and West Valley Staffing Group (“West Valley”) (together, “Defendants”). The Settlement Agreement refers to Plaintiffs and Defendants as “Parties,” or individually as “Party.”

A. DEFINITIONS.

1. “Action” means the action entitled *Ingrid Alcala v. Ultra Clean Technology Systems and Services, Inc., et al.*, Superior Court of California, County of Alameda, Court Case No. RG21094281.
2. “Actions” means, together, the Action and *Grays* Action.
3. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
4. “Administration Expenses Payment” or “Administration Expenses” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses for administering the Settlement.
5. “Aggrieved Employees” means all current and former hourly-paid or non-exempt employees employed by UCT or employed by West Valley who worked at UCT within the State of California at any time during the PAGA Period.
6. “Class” or “Class Members” means all current and former hourly-paid or non-exempt employees employed by UCT or employed by West Valley who worked at UCT within the State of California at any time during the Class Period who did not sign arbitration agreements.
7. “Class Counsel” means Douglas Han and Shunt Tatavos-Gharajeh of Justice Law Corporation and Arby Aiwezian and Joanna Ghosh of Lawyers for Justice, PC.
8. “Class Counsel Fees Payment” means the amount allocated to Class Counsel for reasonable attorneys’ fees for Class Counsel’s litigation and resolution of the Actions.
9. “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of actual costs and expenses incurred to prosecute the Actions.
10. “Class Data” means Class Members’ identifying information in Defendants’ possession including each Class Member’s: (a) full name; (b) last-known mailing address; (c) Social Security Number; and (d) number of Workweeks.

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11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address Database (“NCOA”), skip traces, and direct contact by the Administrator with Class Members.
12. “Class Notice” means the Notice of Class Action Settlement, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
13. “Class Period” means the period from September 15, 2016 through January 19, 2023.
14. “Class Representatives” means Ingrid Alcala and Quondrel Grays.
15. “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Actions and providing services in support of the Actions.
16. “Class Settlement” means the settlement and resolution of the Released Class Claims.
17. “Court” means the Superior Court of California, County of Alameda.
18. “Defendants” means Ultra Clean Technology Systems and Services, Inc. d/b/a Ultra Clean Technology and West Valley Staffing Group.
19. “Defense Counsel” means Melinda S. Riechert of Orrick, Herrington & Sutcliffe and Servando R. Sandoval of Pahl & McCay.
20. “Effective Date” means the latest of the following dates: (a) no later than twenty-one (21) calendar days after entry of the Final Approval Order and Judgment if no objection to the Class Settlement is made; (b) no later than twenty-one (21) calendar days after the running of the appeal period if an objection to the Class Settlement is made but no appeal is filed; or (c) no later than twenty-one (21) calendar days after the Final Approval Order and Judgment becomes final and is no longer subject to appeal if an objection to the Class Settlement is made and an appeal is filed.
21. “Employer Taxes” means the employers’ share of taxes and contributions in connection with the wages portion of Individual Class Payments, which shall be paid by Defendants separately and in addition to the Gross Settlement Amount.
22. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.
23. “Final Approval Order and Judgment” means the Court’s order and judgment granting final approval of the Settlement.

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24. “Final Approval Hearing” means the Court’s hearing at which the Court will determine whether the Settlement is fair, reasonable, and adequate and should be granted Final Approval.
25. “Grays Action” means the action entitled *Quondrel Grays v. Ultra Clean Holdings, Inc.*, Superior Court of California, County of Alameda, Case No. RG21103305.
26. “Gross Settlement Amount” means the amount of \$1,610,000, which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay the: (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA PAGA Payment; (d) Class Counsel Fees Payment; (e) Class Counsel Litigation Expenses Payment; (f) Class Representative Service Payments; and (g) Administration Expenses Payment. Defendants shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is subject to increase, as provided in Section H below.
27. “Individual Class Payment” means a Class Member’s *pro rata* share of the Net Settlement Amount calculated according to the number of Workweeks worked by each Class Member during the Class Period.
28. “Individual PAGA Payment” means an Aggrieved Employee’s *pro rata* share of twenty-five percent (25%) of the PAGA Penalties calculated according to the number of Pay Periods worked by each Aggrieved Employee during the PAGA Period.
29. “Individual Settlement Payment” means the net payment of each Participating Class Member’s Individual Class Payment, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Class Payment.
30. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
31. “LWDA PAGA Payment” means the seventy-five percent (75%) portion of the PAGA Penalties to be paid to the LWDA under PAGA.
32. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in amounts approved by the Court: (a) Individual PAGA Payments; (b) LWDA PAGA Payment; (c) Class Representative Service Payments; (d) Class Counsel Fees Payment; (e) Class Counsel Litigation Expenses Payment; and (f) Administration Expenses Payment. The Net Settlement Amount is the portion of the Gross Settlement Amount that is to be paid to Participating Class Members as Individual Settlement Payments.
33. “Non-Participating Class Member” means any Class Member who opts out of the Class Settlement by sending the Administrator a valid and timely Request for Exclusion.

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34. “Objection” means a Participating Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the full name, mailing address, signature, and last four digits of the Social Security Number of the objecting Participating Class Member; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Administrator at the specified address, postmarked on or before the Response Deadline.
35. “Pay Period” means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
36. “PAGA Data” means Aggrieved Employees’ identifying information in Defendants’ possession including each Aggrieved Employee’s: (a) full name; (b) last-known mailing address; (c) Social Security Number; and (d) number of Pay Periods.
37. “PAGA Period” means the period from January 6, 2020 through January 19, 2023.
38. “PAGA” means the Private Attorneys General Act of 2004 (Labor Code section 2698. *et seq.*).
39. “PAGA Notice” means Plaintiff Alcala’s January 6, 2021 letter to the LWDA and Defendants providing notice pursuant to Labor Code section 2699.3, subd. (a).
40. “PAGA Penalties” means the allocation of \$100,000 in PAGA civil penalties to be paid from the Gross Settlement Amount, seventy-five percent (75%) of which (\$75,000.00) (*i.e.*, LWDA PAGA Payment) shall be paid to the LWDA and the remaining twenty-five percent (25%) of which (\$25,000) shall be paid to the Aggrieved Employees in settlement of the Released PAGA Claims.
41. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
42. “Plaintiffs” mean Ingrid Alcala and Quondrel Grays.
43. “Preliminary Approval” means entry of the Court’s Order Granting Preliminary Approval of the Settlement.
44. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval of the Settlement.
45. “Released Class Claims” means the claims being released as described in Section E.2. below.
46. “Released PAGA Claims” means the claims being released as described in Section E.3. below.

47. “Released Parties” means Defendants and their parents, shareholders, members, predecessors, successors, all affiliates, subsidiaries, officers, directors, members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), employees, and stockholders.
48. “Request for Exclusion” means a Class Member’s written request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the full name, mailing address, signature, and last four digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be submitted by mail to the Administrator at the specified address, postmarked on or before the Response Deadline.
49. “Response Deadline” means sixty (60) calendar days after the Administrator mails the Class Notice to Class Members and shall be the last date on which Class Members may submit: (a) Requests for Exclusion; (b) Objections; or (c) challenges to Workweeks and/or Pay Periods. For Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator on or before the Response Deadline, the Response Deadline shall be extended an additional fourteen (14) calendar days.
50. “Workweek” means any week during which a Class Member worked for Defendants for at least one day during the Class Period.

B. RECITALS.

1. On January 6, 2021, Plaintiff Alcala provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code she contends were violated and the theories supporting her allegations (*i.e.*, the PAGA Notice).
2. On March 15, 2021, Plaintiff Alcala filed a Class Action Complaint for Damages (“*Alcala* Complaint”) in the Action. The *Alcala* Complaint alleged violations of: (a) Labor Code sections 510 and 1198 (unpaid overtime); (b) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (c) Labor Code sections 226.7 (unpaid rest period premiums); (d) Labor Code sections 1194 and 1197 (unpaid minimum wages); (e) Labor Code sections 201 and 202 (final wages not timely paid); (f) Labor Code section 226(a) (noncompliant wage statements); (g) Labor Code sections 2800 and 2802 (unreimbursed business expenses); (h) Labor Code section 2698, *et seq.* (PAGA); and (i) Business & Professions Code section 17200, *et seq.*
3. On June 30, 2021, Plaintiff Grays filed a Class Action Complaint for Damages (“*Grays* Complaint”) in the *Grays* Action. The *Grays* Complaint alleged ten (10) causes of action against Defendants for violation of the Labor Code for failure to properly pay minimum and overtime wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during and after employment and pay associated waiting-time penalties, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses, and for violations of Business and Professions Code section 17200, *et seq.* based on the aforementioned Labor Code violations.

4. The *Alcala* Complaint and *Grays* Complaint are together referred to as the “Operative Complaints.”
5. On April 25, 2022, the Parties remotely attended mediation with the mediator Jeffrey A. Ross, Esq. While the Parties did not initially settle at mediation, continued negotiations coupled with the mediator’s assistance eventually allowed the Parties to negotiate a global settlement of the Actions, subject to the Court’s approval.
6. On March 7, 2023, pursuant to the Parties’ stipulation, the Court entered an Order that consolidated the Action and *Grays* Action and designated the Action as the lead case.
7. Defendants deny the allegations in the Operative Complaints, deny any failure to comply with the laws identified in the Operative Complaints, and deny any and all liability for the causes of action alleged.
8. The Parties conducted significant investigation and discovery of the facts and law both before and after the Actions were filed. Defendants produced hundreds of documents relating to their policies, practices, and procedures regarding reimbursement of business expenses, paying hourly-paid and non-exempt employees for all hours worked, meal and rest break policies, and payroll, timekeeping, and operational policies. As part of Defendants’ production, Plaintiffs also reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Plaintiffs to understand the number of Workweeks and Pay Periods within the relevant time periods. Plaintiffs also interviewed Class Members who worked for Defendants throughout the Class Period. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in (*Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130.)
9. The Court has not granted class certification.
10. The Parties, Class Counsel, and Defense Counsel represent they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement Agreement.

C. MONETARY TERMS.

1. Gross Settlement Amount. Except as otherwise provided by Section H below, Defendants agree to pay \$1,610,000 and no more as the Gross Settlement Amount and to separately pay any and all Employer Taxes. Defendants have no obligation to pay the Gross Settlement Amount (or any Employer Taxes) prior to the deadline stated in Section D of this Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount in the amounts specified by the Court in the Final Approval Order and Judgment:
- a. To Plaintiffs: Class Representative Service Payments in the amounts of no more than \$10,000 to each Class Representative (total, \$20,000) (in addition to any Individual Settlement Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member or Aggrieved Employee). Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts. As part of the Motion for Final Approval, or alternatively, by way of separate motion for the Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for the Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing, or alternatively, such other deadline that is set by the Court. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will allocate the Class Representatives Service Payments as wage compensation, will withhold taxes, and will report the Class Representative Service Payments using IRS Form W-2. Plaintiffs assume full responsibility and liability for any additional employee taxes owed on the Class Representative Service Payments.
 - b. To Class Counsel: A Class Counsel Fees Payment of no more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$536,666.67 (if the Gross Settlement Amount remains \$1,610,000) and a Class Counsel Litigation Expenses Payment of no more than \$35,000. Defendants will not oppose requests for these payments provided they do not exceed these amounts. As part of the Motion for Final Approval, or alternatively, by way of separate motion for the Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing, or alternatively, such other deadline that is set by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. With respect to the Class Counsel Fee Payment, the Administrator may purchase annuities to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the use of attorney fee deferral vehicles shall be paid separately by Class Counsel and shall not be included in the Administration Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, hold Defendants harmless, and indemnify Defendants from any dispute or controversy regarding any division or sharing of any of these payments.

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- c. To the Administrator: The amount to be paid to the Administrator for administration of the Settlement (*i.e.*, the Administration Expenses Payment) shall not exceed \$15,000 except for a showing of good cause and as approved by the Court. These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include (among other things), translations of the Class Notice from English to Spanish, printing, distributing, and tracking the Class Notice and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing 1099 and W-2 IRS Forms and undertaking all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth here to process the Settlement. To the extent the Administration Expenses are less or the Court approves less the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.
- d. Individual Class Payment Calculation: The Administrator will calculate each Individual Class Payment by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's individual number of Workweeks.
 - i. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of wage claims ("Wage Portion"). The Wage Portions are subject to reduction for the employee's share of taxes and withholding and will be reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest, penalties, and other non-wage damages ("Non-Wage Portion"). The Administrator will not undertake any reduction for taxes or withholdings for the Non-Wage Portion, and the Non-Wage Portion will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not be issued any Individual Class Payments. The Administrator will allocate the amounts equal to their Individual Class Payments to the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis. However, Non-Participating Class Members who are Aggrieved Employees will still receive an Individual PAGA Payment, regardless of whether they submit a valid and timely Request for Exclusion.
- e. To the LWDA and Aggrieved Employees: Subject to Court approval, the Parties agree that the amount of \$100,000 from the Gross Settlement Amount will be allocated toward penalties under PAGA (*i.e.*, PAGA Penalties), seventy-five percent (75%) of which (\$75,000) will be allocated to the LWDA (*i.e.*, LWDA

PAGA Payment) and twenty-five percent (25%) of which (\$25,000) will be distributed to the Aggrieved Employees as their Individual PAGA Payments.

- i. The Administrator will calculate each Individual PAGA Payment by: (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties (*i.e.*, \$25,000) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's individual number of Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount and will allocate seventy-five percent (75%) of the approved PAGA Penalties to the LWDA and twenty-five percent (25%) of the approved PAGA Penalties to the Individual PAGA Payments. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

D. SETTLEMENT FUNDING AND PAYMENTS.

1. Funding of the Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, including Employer Taxes, by transmitting the funds to the Administrator no later than the Effective Date.
2. Payments from the Gross Settlement Amount. Within seven (7) calendar days after the funding of the Gross Settlement Amount and Employer Taxes, the Administrator will mail checks for all Individual Settlement Payments, Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments shall not precede disbursement of Individual Settlement Payments and Individual PAGA Payments.
3. After the transferring of the Gross Settlement Amount to the Administrator, Defendants shall not be responsible for any losses with respect thereto due to any action or inaction on the part of the Administrator.
 - a. The Administrator will issue checks for the Individual Settlement Payments to the Participating Class Members and Individual PAGA Payments to the Aggrieved Employees via First-Class U.S. Mail, postage prepaid. The face of each check shall state the date (not less than 180 calendar days after the date of mailing) when the check will be voided. The Administrator will cancel all checks after the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom a Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees. The Administrator may send Participating Class Members, who are also Aggrieved Employees, a single check combining the

Individual Settlement Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the NCOA.

- b. Pursuant to Code of Civil Procedure Section 384, all funds associated with such canceled checks will be transmitted by the Administrator to Legal Aid At Work (the proposed *cy pres* recipient). The Parties and their counsel each represent they do not have any financial interest in, or otherwise have a relationship with, the proposed *cy pres* recipient that could create a conflict of interest.
- c. Neither the Settlement nor any amounts paid under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by the Released Parties. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under the Released Parties' sponsored benefit plans, policies, or bonus programs. The payments made under the terms of the Settlement shall not be applied retroactively, currently, or on a going forward basis, as salary, wages, earnings, or other forms of compensation for the purposes of the Released Parties' benefit plans, policies, or bonus programs. The Released Parties retain the right to modify the language of their benefit plans, policies and bonus programs to effectuate this intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked", "hours paid," "hours of service," or any similar measuring terms as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by the Settlement.

E. RELEASES OF CLAIMS.

1. Plaintiffs' Release. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and Employer Taxes, Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge the Released Parties from all claims, transactions, or occurrences that arose during the Class Period, including any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to their employment with Defendants, separation of employment from Defendants, and any acts that have or could have been asserted in any legal action or proceeding against Defendants. This release includes but is not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaints; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the PAGA Notice; and (c) any and all claims arising under any federal, state or local law or statute, including, *inter alia*, those arising under the Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Age Discrimination In Employment Act, Family and Medical Leave Act, Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, The Civil Rights Act of 1866, The Rehabilitation Act of 1973, the Civil Rights Act of 1991, Employee Retirement Income Security Act, Worker Adjustment and Retraining Notification Act, National Labor Relations Act, the Fair Credit Reporting Act,

the Corporations Code, Business and Professions Code, Fair Employment and Housing Act, Family Rights Act, California or Federal Constitution, and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs (“Plaintiffs’ Release”). Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge they may discover facts or law different from, or in addition to, the facts or law Plaintiffs now know or believe to be true but agree Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of them.

- a. Plaintiffs’ Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs’ release of claims, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or 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.

2. Release of Released Class Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and Employer Taxes, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Released Parties from all federal, state, or local law claims or causes of action that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaints that arose during the Class Period, including, but not limited to, claims for Defendants’ failure to pay overtime and minimum wages, failure to provide compliant meal and rest periods and associated premium payments, failure to timely pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain complete and accurate payroll records, failure to reimburse for necessary business-related expenses, and unfair or unlawful business practices pursuant to Business and Professions Code section 17200, *et seq.* based on the aforementioned and any violation of the Labor Code arising from or related to the aforementioned, including violation of Labor Code sections 201-204, 226, 226.7, 510, 512, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders. As part of the release of Released Class Claims, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

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3. Release of Released PAGA Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and Employer Taxes, all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Released Parties from all claims for civil penalties pursuant to PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaints and PAGA Notice that arose during the PAGA Period, including, but not limited to, claims for Defendants' failure to pay overtime and minimum wages, failure to provide compliant meal and rest periods and associated premium payments, failure to timely pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse for necessary business-related expenses, and any violation of the Labor Code arising from or related to the aforementioned, including violation of Labor Code sections 201-204, 218.5, 221, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders.
4. Agreement as Evidence of Res Judicata. Any Party to the Settlement Agreement may use the Settlement Agreement to assert that the Settlement Agreement and the Judgment to be entered by the Court following Final Approval bars any later-filed action asserting any Released Class Claims or Released PAGA Claims against any of the Released Parties. The provisions of this Section apply regardless of whether Plaintiffs, Participating Class Members, or Aggrieved Employees cash their settlement checks.

F. MOTION FOR PRELIMINARY APPROVAL. Class Counsel agree to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval"). Class Counsel will provide Defense Counsel a draft of the Motion for Preliminary Approval before filing it with the Court within five (5) calendar days before the filing deadline. Defendants agree that they will not oppose Plaintiffs' Motion for Preliminary Approval so long as the motion is consistent with the terms of the Settlement Agreement. Said motion shall apply to the Court for entry of an order, seeking the following:

- (a) conditionally certifying the Class for settlement purposes only;
- (b) granting Preliminary Approval of the Settlement;
- (c) preliminarily appointing Plaintiffs as representatives of the Class;
- (d) preliminarily appointing Class Counsel to represent the Class;
- (e) approving, as to form and content, the mutually agreed upon and proposed Class Notice, and directing its mailing to the Class via First-Class U.S. Mail;
- (f) approving the manner and method for Class Members to request exclusion from the Class Settlement, object to the Class Settlement, and challenge the Workweeks and/or Pay Periods as contained herein and within the Class Notice; and
- (c) setting a date for the Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate;

1. If the Court declines to conditionally certify the Class or to preliminarily approve all material aspects of the Agreement with prejudice, the Agreement will be null and void, and the Parties will have no further obligations under the Agreement.
2. Responsibilities of Counsel. Class Counsel are responsible for expeditiously finalizing and filing the Motion for Preliminary; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator. Upon filing of the Motion for Preliminary Approval, Class Counsel will file a copy of this Settlement Agreement and the Motion for Preliminary Approval with the LWDA pursuant to the requirements specified in Labor Code sections 2698- 2699.5.
3. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Settlement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Settlement and otherwise satisfy the Court's concerns.

G. SETTLEMENT ADMINISTRATION.

1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator. As a condition of appointment, the Administrator will be bound by this Agreement and perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses. The Parties and their Counsel represent they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
2. Employer Identification Number. The Administrator shall have and use its own or a separate Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.
4. Notice to Class Members and Aggrieved Employees.
 - a. Class Data and PAGA Data. No later than fourteen (14) calendar days after Preliminary Approval, Defendants will deliver the Class Data and PAGA Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members and Aggrieved Employees' privacy rights, the Administrator must maintain the Class Data and PAGA Data in confidence, use the Class Data and PAGA Data only for purposes of: (i) calculating settlement payments; (ii) preparing and mailing the Class Notice to the Class Members and Aggrieved Employees; and (iii) locating Class Members and Aggrieved Employees whose Class Notices are

returned as undeliverable and for no other purpose. The Class Data and PAGA Data shall not be disclosed to Class Counsel, Plaintiffs, or any other Class Members or Aggrieved Employees without the prior, written consent of Defendants. The Administrator shall restrict access to the Class Data and PAGA Data to Administrator employees who need access to the Class Data and PAGA Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify the Administrator and Class Counsel if they discover the Class Data or PAGA Data omitted Class Members' or Aggrieved Employees' identifying information and to provide corrected or updated Class Data and PAGA Data to the Administrator as soon as reasonably feasible.

- b. No later than three (3) business days after receipt of the Class Data and PAGA Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data and PAGA Data.
- c. Before mailing Class Notices, the Administrator shall update Class Members' and Aggrieved Employees' addresses using the NCOA. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data and PAGA Data, the Administrator will send to all Class Members identified in the Class Data and all Aggrieved Employees identified in the PAGA Data the Class Notice (substantially in the form attached to this Agreement as **Exhibit A**) via First-Class U.S. Mail in English and Spanish. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member and Individual PAGA Payment payable to the Aggrieved Employee (if applicable), and the number of Workweeks and Pay Periods (if applicable) used to calculate these amounts.
- d. No later than three (3) business days after the Administrator's receipt of any Class Notice returned, on or before the Response Deadline, by the United States Postal Service ("USPS") as undelivered, the Administrator shall undertake a single remailing of the Class Notice returned using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and conduct a single remailing of the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send a Class Notice to Class Members whose Class Notice is returned via First-Class U.S. Mail a second time.
- e. The Response Deadline will be extended an additional fourteen (14) calendar days beyond the sixty (60) calendar days otherwise provided in the Class Notice for all Class Members whose Class Notice is remailed. The Administrator will inform the Class Member of the extended deadline with the remailed Class Notice.

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- f. If the Administrator, Defendants, or Class Counsel are contacted by or otherwise discover any persons who believe they should have been included in the Class Data or PAGA Data and should have received a Class Notice, the Parties will expeditiously meet and confer in person, telephone, or email and in good faith determine whether to include them as Class Members or Aggrieved Employees. The Administrator will send, via overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after receipt of Class Notice or the Response Deadline, whichever is later.
- 5. Requests for Exclusion (Opt-Outs).
 - a. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion no later than the Response Deadline (plus an additional 14 calendar days for Class Members whose Class Notice is remailed).
 - b. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
 - c. Every Class Member who does not submit a valid and timely Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits, and bound by all terms and conditions of the Settlement, including the Participating Class Members' release of claims under Section E.2. of this Agreement, regardless of whether the Participating Class Member receives the Class Notice or objects to the Class Settlement.
 - d. Every Class Member who submits a valid and timely Request for Exclusion shall not receive an Individual Settlement Payment or have the right to object to the Class Settlement. All Aggrieved Employees are bound to the PAGA Settlement and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.
- 6. Challenges to Calculation of Workweeks and Pay Periods. Each Class Member and Aggrieved Employee shall have until the Response Deadline (plus an additional 14 calendar days for Class Members whose Class Notice is remailed) to challenge the number of Workweeks and/or Pay Periods (if any) allocated to the Class Member and/or Aggrieved Employee in the Class Notice. The challenge must: (a) contain the case name and number of the Action; (b) contain the full name, mailing address, signature, and last four digits of the Social Security Number of the disputing Class Members and/or Aggrieved Employee; (c) clearly state that they challenge the number of Workweeks and/or Pay Periods allocated to them and indicates the number(s) that they contend should be allocated; (d) include information and/or attach documentation demonstrating the number of Workweeks and/or Pay Periods that they contend should be credited to them are correct; and (e) be submitted by mail to the Administrator at the specified address, postmarked on or before the Response

Deadline. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or Pay Periods contained in the Class Notice are correct if they are consistent with the Class Data and PAGA Data. The Administrator's determination of each Class Member's allocation of Workweeks and each Aggrieved Employee's allocation of Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall provide copies of all Workweeks and/or Pay Periods challenges to Defense Counsel and Class Counsel and shall promptly provide its determination of the challenges to Defense Counsel and Class Counsel.

7. Objections to Class Settlement.

- a. Only Participating Class Members may object to the Class Settlement.
- b. Each Participating Class Member shall have until the applicable Response Deadline (plus an additional 14 calendar days for Class Members whose Class Notice was remailed) to submit an Objection to the Administrator.
- c. Alternatively, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections to the Class Settlement at the Final Approval Hearing.

8. Administrator Duties. The Administrator has a duty to perform all tasks required by this Agreement for administration of the notice and settlement payment distribution process, in accordance with this Agreement and the Court's orders.

- a. Website, Email Address, and Toll-Free Number. The Administrator will establish and maintain and use a website (or a portion of its existing website) to post copies of the Settlement Agreement (and any amendment(s) thereto), Motion for Preliminary Approval (and any supplemental papers filed in support thereof), Preliminary Approval Order (and any other orders reflecting the date, time, and location for the Final Approval Hearing), exemplar Class Notice, Motion for Final Approval (and if applicable, any separate motions seeking Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments), and the Final Approval Order and Judgment. The Administrator will also maintain a toll-free telephone number to receive Class Member calls.
- b. Requests for Exclusion (Opt-outs). The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain whether they are valid and timely.
- c. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: (i) Class Notices mailed or remailed; (ii) Class Notices returned undelivered; (iii) Requests for Exclusion (whether valid or invalid) received; (iv) Objections received; (v) challenges to Workweeks and/or Pay Periods received and/or resolved; and (vi) checks mailed for Individual Settlement Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must also

include the Administrator's assessment of whether Requests for Exclusion are valid and timely.

- d. Workweeks and/or Pay Periods Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Settlement on all Class Member challenges over the number of Workweeks allocated to them and all Aggrieved Employee challenges to the number of Pay Periods allocated to them. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- e. Administrator's Declaration. No later than fourteen (14) calendar days before the date by which Plaintiffs are required to file the Motion for Final Approval, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to: (i) its mailing of the Class Notice; (ii) Class Notices returned as undelivered; (iii) remailing of the Class Notices; (iv) attempts to locate Class Members; (v) total number of Requests for Exclusion it received (both valid or invalid); and (vi) number of Objections it received. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in the Court.
- f. Final Report by Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare and submit to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

H. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on their records, Defendants estimate there are: (1) 32,257 Workweeks during the Class Period; and (2) 32,441 Pay Periods during the PAGA Period. If the total number of Workweeks and Pay Periods exceeds 64,698 by more than five percent (5%) (*i.e.*, 67,933), then at Defendants' option, either: (i) the Gross Settlement Amount will increase by the same percentage above five percent (5%) by which the total Workweeks and Pay Periods exceeds 64,698 (*i.e.*, if the actual total number of Workweeks and Pay Periods exceeds 64,698 by 7%, the Gross Settlement Amount will increase by 2%); or (ii) the Class Period and PAGA Period, including the release periods, will end as of the date the total Workweeks and PAGA Pay Periods exceeded 64,698 by more than five percent (5%).

I. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid and timely Requests for Exclusion identified by the Administrator exceeds ten percent (10%) of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this

Settlement provided Defendants will remain responsible for paying all settlement administration costs incurred to that point. Defendants must notify Class Counsel and the Court of their decision to withdraw no later than thirty (30) calendar days after the expiration of the Response Deadline. A late election will have no effect.

J. MOTION FOR FINAL APPROVAL. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the Settlement (“Motion for Final Approval”).

1. Response to Objections. Each Party retains the right to respond to any Objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release by Participating Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Settlement within the meaning of this Section.
3. Continuing Jurisdiction of the Court. The Parties agree after entry of the Final Approval Order and Judgment, the Court will retain jurisdiction over the Parties, Actions, and Settlement solely for purposes of: (a) enforcing this Agreement and/or Final Approval Order and Judgment; (b) addressing settlement administration matters; and (c) addressing such post-Final Approval Order and Judgment matters as are permitted by law.
4. Notice of Entry. Class Counsel shall provide the Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days, and this shall satisfy California Rules of Court 3.771(b). No individualized notice of the Final Approval Order and Judgment to the Class will be required.
5. Waiver of Right to Appeal. Provided the Final Approval Order and Judgment is consistent with the terms and conditions of this Agreement, the Parties and their respective counsel waive all rights to appeal from the Final Approval Order and Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If there is an appeal with respect to the Final Approval Order and Judgment, the Parties’ obligations to perform under this Settlement will be suspended until such time as the appeal is finally resolved and the Final Approval Order and Judgment becomes final, except as to matters that do not affect the amount of the Gross Settlement Amount or Net Settlement Amount.

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6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing court vacates, reverses, or modifies the Final Approval Order and Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release by Participating Class Members), this Agreement shall be null and void. The Parties shall expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of the Final Approval Order and Judgment. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Final Approval Order and Judgment within the meaning of this Section if the Gross Settlement Amount remains unchanged.

K. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

L. ADDITIONAL PROVISIONS.

1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaints have merit or that Defendants have any liability for any claims asserted. Moreover, nothing in this Agreement should be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Actions have merit. The Parties agree class certification and representative treatment is for purposes of this Agreement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter the Final Approval Order and Judgment, Defendants reserve the right to contest certification of any class for any reasons, Defendants reserve all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. This Agreement and Parties' willingness to settle will have no bearing on and will not be used by the Parties in connection with, any litigation (except for proceedings to enforce or effectuate this Agreement).
2. Confidentiality. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (a) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (b) to counsel in a related matter; (c) to the extent necessary to report income to appropriate taxing authorities; (d) in response to a court order or subpoena; or (e) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or

words to that effect. This Section does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's obligations to Class Members, or to undertake required submissions of information and/or documents to the LWDA pursuant to PAGA. Plaintiffs and Plaintiffs' counsel shall make no public statement or release regarding the Settlement and agree not to post the settlement terms, amount, or that they obtained a settlement from Defendants on their website. This provision shall not apply to the filing of any documents with the Court or the LWDA, which are necessary to effectuate the Settlement, nor is it intended to interfere with or restrict: (a) the Administrator from distributing the Class Notice and otherwise complying with its obligation to provide information to affected Class Members and/or Aggrieved Employees; (2) the Administrator from posting any judgment on its website; and (3) Class Counsel from disclosing the names of the Parties in the Actions and the venue/case number of the Actions for purposes of proving adequacy.

3. Destruction of Documents. Plaintiffs and Class Counsel agree that they will destroy all documents and information provided to them by Defendants within the course and scope of the Actions within thirty (30) days after the Effective Date, except for documents that must be saved in client files and/or Class Counsel's archives and or documents that must be saved for malpractice purposes or ethical rules governing attorney conduct in California and the United States. Plaintiffs and Class Counsel further agree that none of the documents and information provided to them by Defendants shall be used for any purpose other than the defense or prosecution of a malpractice action or defense of any state bar complaint.
4. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Class Settlement, or appeal from the Final Approval Order and Judgment. Nothing in this Section shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's obligations to Class Members, or to undertake required submissions of information and/or documents to the LWDA pursuant to PAGA.
5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Agreement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent they are authorized by Plaintiffs and Defendants to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement Agreement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. If the Parties are unable to agree upon the exchange of information, data, and documents, executing documents, the

form or content of any document necessary to implement the Settlement Agreement, or on any modification of the Settlement Agreement that may become necessary to implement the Settlement Agreement, the Parties will seek the assistance of the mediator and then, if necessary, the Court for resolution.

8. No Prior Assignments. The Parties separately represent and warrant they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
9. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis the Party was the drafter or participated in the drafting.
14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered into during the Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
15. Headings. The descriptive heading of any section of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. If any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
17. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff Alcala: Douglas Han
Shunt Tatavos-Gharajeh
Justice Law Corporation
751 North Fair Oaks Ave., Suite 101
Pasadena, California 91103
(Tel) (818) 230-7502
(Fax) (818) 230-7259
dhan@JusticeLawCorp.com
statavos@JusticeLawCorp.com

To Plaintiff Grays: Arby Aiwazian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
(Tel) (818) 265-1020
(Fax) (818) 265-1021
arby@calljustice.com
joanna@calljustice.com

To Defendants Ultra
Clean Technology
Systems and Services,
Inc.: Melinda S. Riechert
Orrick, Herrington & Sutcliffe
1000 Marsh Road
Menlo Park, California 94025
(Tel) (650) 614-7423
(Fax) (650) 759-1929
mriechert@orrick.com

To Defendant West
Valley Staffing
Group: Servando R. Sandoval
Pahl & McCay
225 West Santa Clara, Suite 1500
San Jose, California 95113
(Tel) (408) 286-5100
(Fax) (408) 286-5722
ssandoval@pahl-mccay.com

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18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

Stay of Litigation. The Parties agree, upon the execution of this Agreement, the litigation in the Actions shall be stayed (including with respect to Code of Civil Procedure section 583.330), except to effectuate the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiffs and Defendants:

IT IS SO AGREED.

Dated: 06/29/2023

Plaintiff Ingrid Alcala

By: *Ingrid Alcala*

Dated: _____

Plaintiff Quondrel Grays

By: _____

Dated: _____

Defendant Ultra Clean Technology Systems and Services, Inc. d/b/a Ultra Clean Technology

By: _____

Full Name: _____

Title: _____

On behalf of Defendant Ultra Clean Technology Systems and Services, Inc. d/b/a Ultra Clean Technology

Dated: _____

Defendant West Valley Staffing Group

By: _____

Full Name: _____

Title: _____

On behalf of Defendant West Valley Staffing Group

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiffs and Defendants:

IT IS SO AGREED.

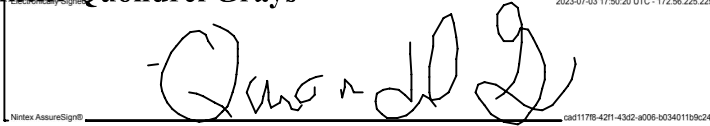
Dated: _____

Plaintiff Ingrid Alcala

By: _____

Dated: 07/03/2023

Plaintiff Quondrel Grays

By:  2023-07-03 17:50:20 UTC - 172.56.225.225
Nintex AssuranceSign® cid1178-4211-43d2-0006-b034011b9c24

Dated: _____

Defendant Ultra Clean Technology Systems and Services, Inc. d/b/a Ultra Clean Technology

By: _____

Full Name: _____

Title: _____

On behalf of Defendant Ultra Clean Technology Systems and Services, Inc. d/b/a Ultra Clean Technology

Dated: _____

Defendant West Valley Staffing Group

By: _____

Full Name: _____

Title: _____

On behalf of Defendant West Valley Staffing Group

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiffs and Defendants:

IT IS SO AGREED.

Dated: _____

Plaintiff Ingrid Alcala

By: _____

Dated: _____

Plaintiff Quondrel Grays

By: _____

Dated: 7/5/2023

Defendant Ultra Clean Technology Systems and Services, Inc. d/b/a Ultra Clean Technology

Paul Cho
By: _____

Full Name: Paul Cho

Title: General Counsel

On behalf of Defendant Ultra Clean Technology Systems and Services, Inc. d/b/a Ultra Clean Technology

Dated: _____

Defendant West Valley Staffing Group

By: _____

Full Name: _____

Title: _____

On behalf of Defendant West Valley Staffing Group

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiffs and Defendants:

IT IS SO AGREED.

Dated: _____

Plaintiff Ingrid Alcala

By: _____

Dated: _____

Plaintiff Quondrel Grays

By: _____

Dated: _____

Defendant Ultra Clean Technology Systems and Services, Inc. d/b/a Ultra Clean Technology

By: _____

Full Name: _____

Title: _____

On behalf of Defendant Ultra Clean Technology Systems and Services, Inc. d/b/a Ultra Clean Technology

Dated: July 6, 2023

Defendant West Valley Staffing Group

By: *Teresa A. Kossayian*

Full Name: Teresa A. Kossayian

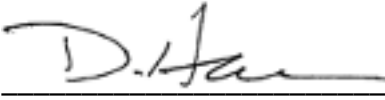
Title: Chief Financial Officer

On behalf of Defendant West Valley Staffing Group

APPROVED AS TO FORM:

Dated: July 6, 2023

Justice Law Corporation

By: 
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Attorneys for Plaintiff Ingrid Alcala

Dated: _____

Lawyers for Justice, PC

By: _____
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Attorneys for Plaintiff Quondrel Grays

Dated: _____

Orrick, Herrington & Sutcliffe

By: _____
Melinda S. Riechert, Esq.
*Attorneys for Defendant Ultra Clean Technology Systems
and Services, Inc.*

Dated: _____

Pahl & McCay

By: _____
Servando R. Sandoval, Esq.
Attorneys for Defendant West Valley Staffing Group

APPROVED AS TO FORM:

Dated: _____

Justice Law Corporation

By: _____
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Attorneys for Plaintiff Ingrid Alcala

Dated: 07/03/2023

Lawyers for Justice, PC

By:  _____
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Attorneys for Plaintiff Quondrel Grays

Dated: _____

Orrick, Herrington & Sutcliffe

By: _____
Melinda S. Riechert, Esq.
Attorneys for Defendant Ultra Clean Technology Systems and Services, Inc.

Dated: _____

Pahl & McCay

By: _____
Servando R. Sandoval, Esq.
Attorneys for Defendant West Valley Staffing Group

APPROVED AS TO FORM:

Dated: _____

Justice Law Corporation

By: _____

Douglas Han, Esq.

Shunt Tatavos-Gharajeh, Esq.

Attorneys for Plaintiff Ingrid Alcala

Dated: _____

Lawyers for Justice, PC

By: _____

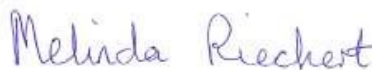
Arby Aiwazian, Esq.

Joanna Ghosh, Esq.

Attorneys for Plaintiff Quondrel Grays

Dated: 7/6/2023

Orrick, Herrington & Sutcliffe



By: _____

Melinda S. Riechert, Esq.

Attorneys for Defendant Ultra Clean Technology Systems and Services, Inc.

Dated: _____

Pahl & McCay

By: _____

Servando R. Sandoval, Esq.

Attorneys for Defendant West Valley Staffing Group

APPROVED AS TO FORM:

Dated: _____

Justice Law Corporation

By: _____
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Attorneys for Plaintiff Ingrid Alcala

Dated: _____

Lawyers for Justice, PC

By: _____
Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Attorneys for Plaintiff Quondrel Grays

Dated: _____

Orrick, Herrington & Sutcliffe

By: _____
Melinda S. Riechert, Esq.
*Attorneys for Defendant Ultra Clean Technology Systems
and Services, Inc.*

Dated: 7/6/2023

Pahl & McCay

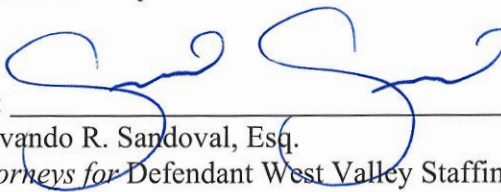
By:  _____
Servando R. Sandoval, Esq.
Attorneys for Defendant West Valley Staffing Group

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Ingrid Alcala v. Ultra Clean Technology Systems and Services, Inc., et al.,
Superior Court of California, County of Alameda, Case No. RG21094281
(Consolidated with *Quondrel Grays v. Ultra Clean Holdings, et al.,*
Superior Court of California, County of Alameda, Case No. RG21103305)

The Superior Court for the State of California authorized this Class Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from a settlement of a consolidated employee class action lawsuit ("Action") against Ultra Clean Technology Systems and Services, Inc. d/b/a Ultra Clean Technology ("UCT") and West Valley Staffing Group ("West Valley") (together, "Defendants") for alleged wage and hour violations. The Action was filed by Ingrid Alcala and Quondrel Grays (together, "Plaintiffs"), former employees of West Valley who worked at UCT. The Plaintiffs represent a class of all current and former hourly-paid or non-exempt employees employed by UCT or employed by West Valley who worked at UCT within the State of California at any time during the period from September 15, 2016 through January 19, 2023 who did not sign arbitration agreements ("Class" or "Class Members") and all current and former hourly-paid or non-exempt employees employed by UCT or employed by West Valley who worked at UCT within the State of California at any time during the period from January 6, 2020 through January 19, 2023 ("Aggrieved Employees"). The time period from September 15, 2016 through January 19, 2023 is referred to as the "Class Period" and the time period from January 6, 2020 through January 19, 2023, is referred to as the "PAGA Period."

The settlement has two (2) main parts: (1) the settlement and resolution of the Released Class Claims ("Class Settlement") requiring Defendants to fund Individual Class Payments; and (2) the settlement and resolution of the Released PAGA Claims ("PAGA Settlement") requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, **your Individual Class Payment is estimated to be \$ [REDACTED] (less taxes and withholdings) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount(s) you may receive likely will be different and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records, you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendants' records showing **you worked [REDACTED] Workweeks** during the Class Period and **you worked [REDACTED] Pay Periods** during the PAGA Period. If you believe you worked more Workweeks or Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Class Notice.

The Court has already preliminarily approved the settlement and approved this Class Notice. The Court has not yet decided whether to grant Final Approval. Your legal rights are affected whether you act or not act. Read this Class Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiffs and Plaintiffs' attorneys. The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or PAGA Period, you have three (3) options under the Settlement:

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1. **Do Nothing.** You don't have to do anything to participate in the Settlement and be eligible for an Individual Class Payment and/or Individual PAGA Payment. As a Class Member who does not submit a valid and timely Request for Exclusion ("Participating Class Member"), though, you will release the Released Class Claims. If you are an Aggrieved Employee, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.
2. **Opt Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by submitting a valid and timely Request for Exclusion by the Response Deadline. If you opt out of the Class Settlement, you will not receive an Individual Settlement Payment but will preserve your right to personally pursue Released Class Claims against Defendants. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA Settlement.
3. **Object to the Class Settlement.** If you do not opt out of the Class Settlement, you may object to any aspect of the Class Settlement by submitting a written Objection or otherwise appearing at the Final Approval Hearing.

Defendants won't retaliate against you for actions you take with respect to the Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Released Class Claims and Released PAGA Claims against Defendants covered by the Settlement (as defined below in Section 3).
You Can Opt Out of the Class Settlement but not the PAGA Settlement The Opt Out Deadline is	If you do not want to participate in the Class Settlement, you can opt out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. See Section 6 of this Class Notice. You cannot opt out of the PAGA Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below in Section 3).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	All Participating Class Members can object to any aspect of the Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Class Notice.
You Can Participate in the Final Approval Hearing	You do not have to attend the Final Approval Hearing, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost) in person or by telephone. Participating Class Members can verbally object to the Class Settlement at the Final Approval Hearing. See Section 8 of this Class Notice.

You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by 	The amount of your Individual Class Payment depends on how many Workweeks you worked during the Class Period and your Individual PAGA Payment (if any) depends on how many Pay Periods you worked during the PAGA Period. The number Class Workweeks and Pay Periods (if any) you worked according to Defendants' records is stated on the first page of this Class Notice. See Section 4 of this Class Notice.
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1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of West Valley who worked at UCT. On March 15, 2021, Plaintiff Alcala filed a Class Action Complaint for Damages (“*Alcala Complaint*”) entitled *Ingrid Alcala v. Ultra Clean Technology Systems and Services, Inc., et al.*, Alameda County Superior Court Case No. RG21094281 (i.e., the “*Action*”). On June 30, 2021, Plaintiff Grays filed a Class Action Complaint for Damages (“*Grays Complaint*”) entitled *Quondrel Grays v. Ultra Clean Holdings, Inc.*, Alameda County Superior Court Case No. RG21103305 (the “*Grays Action*”). The *Alcala Complaint* and *Grays Complaint* are together referred to as the “*Operative Complaints*.” On March 7, 2023, the Court entered an Order, which consolidated the *Action* and the *Grays Action* and designated the *Action* as the lead case (the *Action* and *Grays Action* are together referred to as the “*Actions*”). The *Actions* allege that Defendants failed to properly pay minimum and overtime wages, failed to provide compliant meal and rest breaks and associated premiums, failed to timely pay wages during employment and upon termination of employment and associated waiting-time penalties, failed to provide compliant wage statements, failed to keep requisite payroll records, and failed to reimburse business expenses, and thereby engaged in unfair business practices in violation of Business & Professions Code section 17200, *et seq.*, and conduct that give rise to civil penalties under Labor Code section 2698, *et seq.* (“*PAGA*”). The Court has appointed the following attorneys as counsel for the Class (“*Class Counsel*”):

Douglas Han
Shunt Tatavos-Gharajeh
Justice Law Corporation
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Tel: (818) 230-7502 / Fax: (818) 230-7259
Attorneys for Plaintiff Alcala

Arby Aiwarzian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021
Attorneys for Plaintiff Grays

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Plaintiffs or Defendants are correct on the merits. In the meantime, the Parties hired an experienced, neutral mediator to resolve the *Actions* by negotiating an end to the cases by agreement (settle the cases) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful following a full day of mediation and a mediator’s proposal. By signing the Class Action and PAGA Settlement Agreement (“*Settlement Agreement*,” “*Settlement*,” or “*Agreement*”) and agreeing to jointly ask the Court to enter a judgment ending the *Actions* and enforcing the Settlement Agreement, the Parties have negotiated a settlement that is subject to the Court’s Final Approval. Both sides agree the settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

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Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe: (1) Defendants agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members, Aggrieved Employees, and the State of California. The Court preliminarily approved the Settlement as fair, reasonable, and adequate, authorized this Class Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$1,610,000 as the Gross Settlement Amount. Defendants agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and penalties to be paid to the LWDA.
 - a. Assuming the Court grants Final Approval, Defendants shall fully fund the Gross Settlement Amount, including employer payroll taxes owed on the wages portion of the Individual Class Payments (“Employer Taxes”), by transmitting the funds to the Administrator no later than the Effective Date.
 - b. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.
 - c. “Effective Date” means the latest of the following dates: (i) no later than twenty-one (21) calendar days after entry of the Final Approval Order and Judgment if no objection to the Class Settlement is made; (ii) no later than twenty-one (21) calendar days after the running of the appeal period if an objection to the Class Settlement is made but no appeal is filed; or (iii) no later than twenty-one (21) calendar days after the Final Approval Order and Judgment becomes final and is no longer subject to appeal if an objection to the Class Settlement is made and an appeal is filed.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to 1/3 of the Gross Settlement Amount, or \$536,666.67, to Class Counsel for attorneys’ fees (“Class Counsel Fees Payment”) and reimbursement of up to \$35,000 for their litigation costs and expenses (“Class Counsel Litigation Expenses Payment”). To date, Class Counsel have worked and incurred costs and expenses on the Actions without payment.
 - b. Up to \$10,000 to each Plaintiffs for filing and prosecuting the Actions, working with Class Counsel, and effectively representing the Class (“Class Representative Service Payments”). The Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Settlement Payments and any Individual PAGA Payments.
 - c. Up to \$15,000 to the Administrator for services administering the Settlement (“Administration Expenses Payment”).
 - d. Up to \$100,000 allocated for civil penalties under PAGA (“PAGA Penalties”), seventy-five percent (75%) of which (\$75,000) will be paid to the LWDA (“LWDA PAGA Payment”) and twenty-five percent (25%) of which (\$25,000) will be paid to the Aggrieved Employees based on their Pay Periods (“Individual PAGA Payment”).

3. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
4. Net Settlement Amount Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (“Net Settlement Amount”) by issuing Individual Settlement Payments to Participating Class Members based on their Workweeks.
5. Taxes Owed on Payments to Participating Class Members. The Parties are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages (“Wage Portion”) and eighty percent (80%) to interest, penalties, and other non-wage damages (“Non-Wage Portion”). The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion (*i.e.*, Employer Taxes). The net payment of each Individual Class Payment, after the reduction of the Wage Portion is referred to as a “Individual Settlement Payment.” The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.
 - a. While the Parties agreed to these allocations, neither side is giving you any advice on whether your payment(s) are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payment(s) received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the settlement.
6. Need to Promptly Cash Payment Checks. The face of each Individual Settlement Payment and Individual PAGA Payment check shall state the date (not less than 180 calendar days after the date of mailing) the check(s) will be voided. The Administrator will cancel all checks not cashed by the void date. For any Participating Class Member whose Individual Settlement Payment check or any Aggrieved Employee whose Individual PAGA Payment check is canceled after the void date, the Administrator shall transmit the funds represented by such checks to the *cy pres* recipient Legal Aid At Work.
7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Final Approval Order and Judgment. It is also possible the Court will enter a Final Approval Order and Judgment that is reversed on appeal. The Parties agreed, in either case, the Settlement will be void, Defendants will not pay any money under the Settlement, and Participating Class Members and Aggrieved Employees will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company Phoenix Class Action Administration Solutions (“Administrator”) to send this Class Notice, calculate and make payments, and process Class Members’ Requests for Exclusion, Objections, and challenges to Workweeks and/or Pay Periods. The Administrator will also mail and re-mail settlement checks and tax forms and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Class Notice.
9. Participating Class Members’ Release of Released Class Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and Employer Taxes, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Defendants and their parents, shareholders, members, predecessors, successors, all affiliates, subsidiaries, officers, directors, members,

agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), employees, and stockholders (collectively, the “Released Parties”) from all federal, state, or local law claims or causes of action that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaints that arose during the Class Period, including, but not limited to, claims for Defendants’ failure to pay overtime and minimum wages, failure to provide compliant meal and rest periods and associated premium payments, failure to timely pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain complete and accurate payroll records, failure to reimburse for necessary business-related expenses, and unfair or unlawful business practices pursuant to Business and Professions Code § 17200, *et seq.* based on the aforementioned, and any violation of the Labor Code arising from or related to the aforementioned, including violation of Labor Code sections 201-204, 226, 226.7, 510, 512, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders (“Released Class Claims”). As part of the release of Released Class Claims, Participating Class Members (except for Plaintiffs, who release claims pursuant to the Settlement Agreement) do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and Employer Taxes, all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Released Parties from all claims for civil penalties pursuant to PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaints and PAGA Notice that arose during the PAGA Period, including, but not limited to, claims for Defendants’ failure to pay overtime and minimum wages, failure to provide compliant meal and rest periods and associated premium payments, failure to timely pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse for necessary business-related expenses, and any violation of the Labor Code arising from or related to the aforementioned, including violation of Labor Code sections 201-204, 218.5, 221, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders (“Released PAGA Claims”).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member’s individual number of Workweeks.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by: (a) dividing the amount of the Aggrieved Employees’ twenty-five percent (25%) share of PAGA Penalties (*i.e.*, \$25,000) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee’s individual number of Pay Periods.
3. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in Defendants’ records, are stated in the first page of this Class Notice. If you wish to challenge the number of Workweeks and/or Pay Periods credited to you, you must submit a written challenge that must: (a) contain the case name and number of the Action (*Ingrid Alcala v. Ultra Clean Technology Systems and Services, Inc., et al.*, Case No. RG21094281); (b) contain your full name, mailing address, signature, and last four digits of your Social Security Number; (c) clearly state that you challenge the number of Workweeks and/or Pay Periods

allocated to you and indicate the number(s) that you contend should be allocated; (d) include information and/or attach documentation demonstrating the number of Workweeks and/or Pay Periods that you contend should be credited to you are correct; and (e) be submitted by mail to the Administrator at the specified address in Section 9, postmarked on or before [REDACTED].

- a. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Defendants' counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.
- b. Workweek means any week during which a Class Member worked for Defendants for at least one day during the Class Period.
- c. Pay Period means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by via First-Class U.S. Mail, a single check to every Participating Class Member, including those who also qualify as Aggrieved Employees. The single check will combine the Individual Settlement Payment and the Individual PAGA Payment (if applicable).
2. Aggrieved Employees. The Administrator will send, by via First-Class U.S. Mail, a single Individual PAGA Payment check to every Aggrieved Employee. As noted above, an Individual Settlement Payment and Individual PAGA Payment will be combined into one check.
3. **Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator's contact information.**

6. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

Class Members who wish to exclude themselves from the Class Settlement, must submit a written request to be excluded ("Request for Exclusion"), which must (a) contain the case name and number of the Action (*Ingrid Alcala v. Ultra Clean Technology Systems and Services, Inc., et al.*, Case No. RG21094281); (b) contain the full name, mailing address, signature, and last four digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be submitted by mail to the Administrator at the specified address in Section 9, postmarked on or before [REDACTED].

If the Court grants Final Approval, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the release of Class Released Claims, and will not have any right to object to, appeal, or comment on the Settlement. Class Members who do not submit a valid and timely Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section 3 above, as well as any judgment that may be entered by the Court based thereon. Aggrieved Employees will be

bound by the PAGA Settlement and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

7. HOW DO I OBJECT TO THE CLASS SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Participating Class Members may object to the Class Settlement by submitting a written objection (“Objection”), which must: (a) contain the case name and number of the Action (*Ingrid Alcala v. Ultra Clean Technology Systems and Services, Inc., et al.*, Case No. RG21094281); (b) contain the full name, mailing address, signature, and last four digits of the Social Security Number of the objecting Participating Class Member; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Administrator at the specified address, postmarked on or before [REDACTED].

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at their own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Class Notice for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 19 of the Superior Court of California, County of Alameda, located at Rene C. Davidson Courthouse, 1221 Oak Street, Oakland, California 94612. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before deciding. Check the Court’s website (<https://www.alameda.courts.ca.gov/>) for the most current information about attending the hearing virtually.

It’s possible the Court will reschedule the Final Approval Hearing. You should check the Court’s website and the Administrator’s website beforehand to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything the Parties have promised to do under the Settlement Agreement. The easiest way to read the Settlement Agreement, Final Approval Order and Judgment, or any other Settlement documents is to go to the Administrator’s website at [REDACTED]. You can also telephone or send an email to the Administrator using the contact information listed below or Class Counsel using the contact information listed in Section 1 or consult the Alameda County Superior Court’s website at <https://eportal.alameda.courts.ca.gov/?q=node/388>. At the website, click the “CASE NUMBER SEARCH” link, create an account, then enter RG21094281 as the case number and click “SEARCH.” Images of every document filed in the case may be viewed through the “DOWNLOAD DOCUMENT” button at the top right of the page at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Administrator: [ADMINISTRATOR]
[MAILING ADDRESS]
[TELEPHONE NUMBER]
[FAX NUMBER]
[EMAIL]

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10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it if you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, 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 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is manderson@justicelawcorp.com

On September 7, 2023, I served the foregoing document described as

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

for the following case: **Alcala v. Ultra Clean Technology Systems and Service, Inc. dba Ultra Clean Technology**
LWDA/Court Case No.: **LWDA Case No.: CM-817994-21**
Court Case No.: RG21094281
Alameda County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on September 7, 2023, at Pasadena, California.



Mariah Anderson