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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY ORANGE

WAYNE ERIC FAN, an Individual, for
himself, on behalf of all others similarly
situated, and as aggrieved employees under
the California Private Attorney General Act

Plaintiff,

vs.

CYBERCODERS, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO. 30-2021-01207940-CU-OE-CXC

**JOINT STIPULATION OF PAGA
SETTLEMENT AND RELEASE**

JOINT STIPULATION OF SETTLEMENT AND RELEASE

This Joint Stipulation of Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Wayne Fan (“Plaintiff”), and Defendant CyberCoders, Inc. (“Defendant”) (collectively with Plaintiff, the “Parties”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means *Fan v. CyberCoders, Inc.*, Orange County Superior Court Case Number 30-2021-01207940-CU-OE-CXC.

2. “Attorneys’ Fees and Costs” means attorneys’ fees for Plaintiff’s Counsel’s litigation and resolution of the Action, and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Plaintiff’s Counsel will request attorneys’ fees not in excess of Thirty-Three Percent (33%) of the Gross Settlement Amount, i.e., Eighty Thousand Eight Hundred and Fifty Dollars (\$80,850.00) and the reimbursement of costs and expenses associated with Plaintiff’s Counsel’s litigation and settlement of the Action, up to twelve thousand one hundred and sixty seven dollars and 55 cents (\$12,167.55), subject to the Court’s approval. Defendant has agreed not to oppose Plaintiff’s Counsel’s request for fees and reimbursement of costs as set forth above.

3. “Plaintiff’s Counsel” means Law Offices of Richard Kim PC.

4. “PAGA Member List” means a complete list of all PAGA Members that Defendant will diligently and in good faith compile from its records and provide only to the Settlement Administrator within thirty (30) calendar days after Approval of this Settlement. The PAGA Member List will be formatted in Microsoft Office Excel and will include each PAGA Member’s full name; most recent mailing address and telephone number; Social Security number; dates of employment; the number of pay periods that each PAGA Member worked during the PAGA Period.

5. “Court” means the Orange County Superior Court.

6. “Defendant” means Defendant CyberCoders, Inc.

7. “Effective Date” means the later of (i) the sixty-first (61) calendar day after the date of Settlement Approval, provided no appeal is initiated or (ii) if a timely appeal is initiated, then the

Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

8. “Gross Settlement Amount” means the Gross Settlement Amount of Two Hundred and Forty-Five Thousand Dollars and Zero Cents (\$245,000.00), to be paid by Defendant in full satisfaction of all Released Claims, which includes Attorneys’ Fees and Costs, the PAGA Settlement Amount, and Settlement Administration Costs. In no event will Defendant be liable for more than the Gross Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to Defendant.

9. “Individual Settlement Payment” means each PAGA Member’s respective share of the Net Settlement Fund, after payment to the Labor and Workforce Development Agency (“LWDA”) of 75% of the Net Settlement Fund.

10. “Incentive Award” means an amount not exceeding Three Thousand Dollars (\$3,000.00) payable from the Gross Settlement Amount and due to Plaintiff, separate from any Individual Settlement Payment, for Plaintiff’s efforts and risks in bringing and resolving the Action. If the Court finally approves a lesser amount, then the difference shall remain part of the Net Settlement Amount. Defendant has agreed not to oppose Plaintiff’s request for an Incentive Award as set forth above.

11. “Net Settlement Fund” means the portion of the Gross Settlement Amount remaining after deducting the Attorneys’ Fees and Costs and Settlement Administration Costs. The Net Settlement Fund will be distributed to the LWDA and PAGA Members. There will be no reversion of the Net Settlement Fund to Defendant.

12. “Settlement Cover Letter” means a letter, substantially in the form attached as Exhibit A, enclosed with each PAGA Member’s Individual Settlement Payment.

13. “PAGA Members” consist of all California nonexempt employees of Defendant between April 25, 2020 and the earlier of (i) Approval or (ii) December 22, 2023.

14. “PAGA Period” means the period from April 25, 2020 to and the earlier of (i) Approval or (ii) December 22, 2023.

15. “Parties” means Plaintiff and Defendant collectively.

1 16. “Plaintiff” means Plaintiff Wayne Fan

2 17. “Approval” means the date on which the Court enters an order granting approval of the
3 Settlement Agreement.

4 18. “Released Claims” means all claims, rights, demands, and liabilities for civil penalties
5 pursuant to the Private Attorneys General Act (Labor Code section 2699, *et seq.*) for alleged violations of
6 the California Labor Code, arising at any time during the PAGA Period for the claims brought by
7 Plaintiff in the Action or that could have been brought against Released Parties in the Action based on
8 the facts or theories alleged in Plaintiff’s PAGA letter or the Action. This includes any claims for civil
9 penalties under Labor Code section 2699.

10 19. “Released Parties” means Defendant CyberCoders, Inc., its current and former parent,
11 subsidiaries and/or related companies, affiliated and related corporations and other entities, their
12 successors and assigns, and all of its current and former owners, shareholders, directors, officers,
13 partners, principals, managers, members, employees, agents, attorneys, representatives, firms,
14 associations, partnerships, joint ventures, and entities, and their agents, guardians, successors, assigns,
15 heirs, executors, and administrators.

16 20. “Settlement Administration Costs” means the costs payable from the Gross Settlement
17 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
18 confirming contact information for PAGA Members, printing, distributing, and tracking documents for
19 this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports
20 and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the
21 Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by
22 the Settlement Administrator as being the maximum costs necessary to administer the Settlement. The
23 Settlement Administration Costs shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00).

24 21. “Settlement Administrator” means CPT Group, or any other third-party settlement
25 administrator agreed to by the Parties and approved by the Court for the purposes of administering this
26 Settlement. The Parties each represent that they do not have any financial interest in the Settlement
27 Administrator or otherwise have a relationship with the Settlement Administrator that could create a
28 conflict of interest.

22. “Settlement Check” means the checks that will be issued to each PAGA Member pursuant to this Agreement.

TERMS OF AGREEMENT

Plaintiff and Defendant agree as follows:

23. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of the Gross Settlement Amount of Two Hundred and Forty-Five Thousand Dollars and Zero Cents (\$245,000.00) into a Qualified Settlement Account to be established by the Settlement Administrator. After the Effective Date, the Gross Settlement Amount will be used for: (i) Individual Settlement Payments; (ii) the Labor and Workforce Development Agency Payment; (iii) Attorneys’ Fees and Costs; (iv) the Incentive Award; and (v) Settlement Administration Costs. Defendants will deposit the Gross Settlement Amount within fifteen (15) calendar days of the Effective Date (“Funding Date”).

24. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount, including, but not limited to, confirming contact information for PAGA Members, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. which shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00). These costs, which will be paid from the Gross Settlement Amount.

25. PAGA Settlement Amount. Pursuant to PAGA, Seventy-Five Percent (75%) of the Net Settlement Amount will be paid to the LWDA and Twenty-Five Percent (25%) will be paid to PAGA Members in proportion to the number of pay periods worked during the PAGA Period.

26. Notice to the LWDA. The Parties’ settlement is expressly conditioned upon the Court’s approval of the Settlement. Plaintiff shall be responsible for timely providing notice to the LWDA and providing Defendant’s counsel confirmation of same, under California Labor Code § 2699(l)(2), and submission of any judgment within 10 days after entry of same, under California Labor Code § 2699(l)(3).

27. No Right to Exclusion or Objections by Representative Action Members. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a

1 Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no
2 PAGA Member has the right to exclude himself or herself from the Settlement. PAGA Members will be
3 bound by the terms of the Settlement Agreement, upon its Approval, regardless of whether they, he, or
4 she cashes any payment received as a result of this Settlement.

5 28. Net Settlement Fund. The entire Net Settlement Fund will be distributed to the LWDA
6 and PAGA Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

7 29. Individual Settlement Payment Calculations. Individual Settlement Payments will be
8 calculated and apportioned on a pro rata basis based on the number of pay periods worked by each
9 PAGA Member.

10 30. Administration Process. The Parties agree to cooperate in the administration of the
11 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
12 administration of the Settlement.

13 31. Delivery of the PAGA Member List. Within thirty (30) calendar days of Approval,
14 Defendant will provide the PAGA Member List to the Settlement Administrator.

15 32. Confirmation of Contact Information in the PAGA Member List. Prior to mailing, the
16 Settlement Administrator will perform a search based on the National Change of Address Database for
17 information to update and correct the PAGA Member List for any known or identifiable address
18 changes. Any Settlement Cover Letter returned to the Settlement Administrator as non-deliverable will
19 be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the
20 Settlement Administrator will indicate the date of such re-mailing on the Settlement Cover Letter. If no
21 forwarding address is provided, the Settlement Administrator will promptly attempt to determine the
22 correct address using a skip-trace, or other search using the name, address and/or Social Security number
23 of the PAGA Member involved, and will then perform a single re-mailing.

24 33. Settlement Cover Letter. All PAGA Members will be mailed, at their last known
25 mailing address identified in the PAGA Member List, a Settlement Cover Letter. Each PAGA
26 Member's Individual Settlement Payment will be enclosed with each PAGA Member's respective
27 Settlement Cover Letter.

28 34. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or

1 claims as may be created by this Settlement Agreement, each PAGA Member, together and individually,
2 on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys,
3 shall, by operation of the Court's Order approving this settlement, fully and forever release and discharge
4 all of the Released Parties, or any of them, from each of the Released Claims during the PAGA Period.

5 35. Distribution Timing of Individual Settlement Payments. Within twenty (20) calendar
6 days of the Funding Date, the Settlement Administrator will issue payments, enclosed with the
7 Settlement Cover Letter, to: (i) PAGA Members; (ii) the Labor and Workforce Development Agency;
8 and (iii) Plaintiff's Counsel. The Settlement Administrator will also issue a payment to itself for Court-
9 approved services performed in connection with the Settlement.

10 36. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
11 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
12 more than one hundred and eighty (180) calendar days after issuance will be tendered to the California
13 State Controller's Unclaimed Property Fund pursuant to the Unclaimed Property Law (*California Civil*
14 *Code* §1500, et. seq.) in the names of the Aggrieved Employees who did not negotiate their Individual
15 PAGA Payment. The Parties do not have any interest or involvement in the governance or
16 administration of the California State Controller's Unclaimed Property Fund that would in any way
17 create a conflict of interest.

18 37. Certification of Completion. Upon completion of administration of the Settlement, the
19 Settlement Administrator will provide a written declaration under oath to certify such completion to
20 counsel for all Parties, and the Court, if necessary.

21 38. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
22 be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

23 39. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
24 will be responsible for issuing to PAGA Members and Plaintiff's Counsel any 1099, or other tax forms
25 as may be required by law for all amounts paid pursuant to this Settlement.

26 40. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect
27 of the payments called for hereunder, and PAGA Members are not relying on any statement,
28 representation, or calculation by Defendant or by the Settlement Administrator in this regard.

1 41. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
2 OF THIS SECTION, (THE “ACKNOWLEDGING PARTY”) AND EACH PARTY TO THIS
3 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, (AN “OTHER PARTY”)
4 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
5 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
6 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
7 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
8 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
9 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
10 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
11 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
12 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
13 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
14 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
15 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
16 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
17 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
18 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
19 ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER
20 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
21 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
22 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
23 AGREEMENT.

24 42. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
25 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
26 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
27 action or right herein released and discharged.

28 43. Nullification of Settlement Agreement. In the event that the Court does not finally

1 approve the Settlement as provided herein, then this Settlement Agreement, and any documents
2 generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in
3 furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

4 44. Approval Hearing. The Parties recognize in accordance with Labor Code §2699(1)(2)
5 that Court approval is required in the event of any settlement of a PAGA action. Within forty-five (45)
6 calendar days of the full execution of this Agreement, Plaintiff shall file a motion to the Settlement Court
7 identifying the key terms of the Settlement and requesting that the Court approve this Settlement
8 Agreement (“Approval Motion”). The Parties agree to work diligently and cooperatively to have this
9 Settlement presented to the Court for approval, and Plaintiff shall provide for review and input the
10 Approval Motion to Defendant at least seven (7) calendar days prior to filing the Approval Motion. The
11 Approval Motion submitted to the Settlement Court shall request the entry of an order approving the
12 Settlement Amount provided for in this Settlement.

13 45. Judgment and Continued Jurisdiction. Upon approval of the Settlement by the Court,
14 the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court
15 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
16 of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment
17 matters as may be appropriate under court rules or as set forth in this Settlement Agreement. A copy of
18 the Judgment will be posted to the Settlement Administrator’s website.

19 46. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
20 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
21 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

22 47. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
23 entirety of the Parties’ settlement terms. No other prior or contemporaneous written or oral agreements
24 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
25 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is
26 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
27 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
28 contradict the terms of this Settlement Agreement.

1 48. Amendment or Modification. No amendment, change, or modification to this Settlement
2 Agreement will be valid unless in writing and signed, either by all the Parties or all their counsel in this
3 Action.

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

13 50. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
14 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

15 51. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
16 will be governed by and interpreted according to the laws of the State of California.

17 52. Execution and Counterparts. This Settlement Agreement is subject only to the execution
18 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
19 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
20 copies of the signature page, will be deemed to be one and the same instrument.

21 53. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
22 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
23 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account
24 all relevant factors, present and potential. The Parties further acknowledge that they are each represented
25 by competent counsel and that they have had an opportunity to consult with their counsel regarding the
26 fairness and reasonableness of this Settlement.

27 54. Invalidity of Any Provision. Before declaring any provision of this Settlement
28 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent

possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

55. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

56. No Public Comment: The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount or terms of the Settlement.

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

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

59. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and

that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Plaintiff's Counsel warrant and represent that there are no liens on the Settlement Agreement.

60. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to Court approval.

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

62. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 2/13/24

Wayne Fan
Wayne Fan (Feb 13, 2024 07:06 PST)

Wayne Fan

DEFENDANT

Dated: _____

CyberCoders, Inc.

By Its: _____

APPROVED AS TO FORM

LAW OFFICES OF RICHARD KIM PC

1 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
2 Plaintiff and Plaintiff's Counsel warrant and represent that there are no liens on the Settlement
3 Agreement.

4 60. All Terms Subject to Final Court Approval. All amounts and procedures described in
5 this Settlement Agreement herein will be subject to Court approval.

6 61. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
7 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
8 Settlement Agreement.

9 62. Binding Agreement. The Parties warrant that they understand and have full authority to
10 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
11 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in
12 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
13 otherwise might apply under federal or state law.

14 **READ CAREFULLY BEFORE SIGNING**

15
16 PLAINTIFF

17 Dated: _____

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Wayne Fan

DEFENDANT

22 Dated: 1/30/2024

CyberCoders, Inc.

By Its: COO

26 **APPROVED AS TO FORM**

LAW OFFICES OF RICHARD KIM PC

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Dated: 2/13/2024

By: Richard Kim
Richard Kim
Attorneys for Plaintiff

GREENBERG TRAURIG, LLP

Dated: _____

By: _____
Mark D. Kemple
Attorneys for Defendant

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Dated: _____

By: _____
Richard Kim
Attorneys for Plaintiff

GREENBERG TRAURIG, LLP

Dated: February 5, 2024

By: /s/ Mark D. Kemple
Mark D. Kemple
Attorneys for Defendant

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EXHIBIT A
(Notice of PAGA Settlement)

1 [Mailing Date]

2 **NOTICE OF SETTLEMENT**

3 *Re: Wayne Eric Fan v. CyberCoders, Inc., Orange County Superior Court Case Number*
4 *30-2021-01207940-CU-OE-CXC*

5 **CPT Group**
6 **50 Corporate Park,**
7 **Irvine CA 92606**

8 Dear Sir or Madam:

9 The enclosed payment is made to you pursuant to a court-approved settlement between Plaintiff
10 Wayne Fan (“Plaintiff”), on behalf of himself and the people of the State of California and as
11 “aggrieved employees” under the Labor Code Private Attorneys General Act of 2004, section
12 2698, et seq. (“PAGA”), and Defendant CyberCoders, Inc. (“Defendant”), in the above-
referenced matters (the “Action”) in which Plaintiff made claims against Defendant.

13 Defendant denies any liability or wrongdoing of any kind and no finding of liability has been
14 made by the court. However, the Parties have reached a settlement, which has been approved by
15 the Court, and whereby all current and former non-exempt California employees employed by
16 Defendant at any time during the PAGA Period (“PAGA Members”) will receive a portion of the
17 settlement in exchange for a release of all claims that could be made pursuant to the Private
18 Attorneys General Act (Labor Code section 2699, et seq.) for alleged violations of the California
19 Labor Code, arising at any time during the PAGA Period for the claims brought by Plaintiff in
20 the Action or that could have been brought against Released Parties in the Action based on the
21 facts or theories alleged in Plaintiff’s PAGA letter or the Action, between April 25, 2020 and [end
22 of PAGA period]. **No wage claims are released by this settlement.** There is no opportunity to
23 opt-out of this PAGA settlement. The enclosed check represents your portion of the settlement
24 recovery. Your enclosed check is valid for 180 days from the date of issuance. We suggest you
25 cash it promptly. For tax purposes, an IRS Form 1099 will be issued to you for this payment.
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