

Attorneys for Plaintiff
RAMIRO MATA MOYA

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Case No. 21STCV31094
[ASSIGNED FOR ALL PURPOSES TO THE
HON. STEPHEN GOORVITCH,
DEPARTMENT 39]

**NOTICE OF MOTION AND MOTION
IN SUPPORT OF UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF JOINT STIPULATION
OF SETTLEMENT; DECLARATION
OF ALFREDO NAVA**

Time: 8:30 a.m.
Date: 4/10/2024
Department: 39
Location: 111 N. Hill Street, Los Angeles,
CA 90012

Reservation Id.: 986041520631

/ / /

1 **I. INTRODUCTION**

2 By this unopposed motion, Ramiro Mata Moya, who is the Plaintiff in the instant case
3 seeks preliminary approval of a Joint Stipulation of Class Settlement (hereinafter “the
4 Settlement”) on behalf of a putative class of current and former employees of Defendant
5 Chipmasters Manufacturing, Inc. (hereinafter “CM” or “Defendant”) who were workers to labor
6 for Defendant. The Settlement resolves each of the claims in Plaintiff’s operative complaint. The
7 Settlement is attached as Exhibit “1” to the Declaration of Alfredo Nava (“Nava Dec.”).

8 The Settlement represents an exceptional result resolving Plaintiff’s wage and hour class
9 action and representative claims on behalf of himself and approximately thirty similarly-situated
10 employees of Defendants (hereinafter “the Settlement Class”), whereby Defendants agree to
11 create a settlement fund with a maximum value of \$200,000. Assuming full participation in the
12 Settlement, the Settlement Class will each receive an average of \$3,000 per class member. This
13 settlement was also reached in the middle of COVID-19 pandemic, wherein Defendant’s
14 business was ravaged by the drop in third party orders and requests for services. Defendant’s
15 business creates and manufactures aerospace parts for third party companies and governments; as
16 one can imagine due to the cessation of economic activity during the pandemic, Defendant’s
17 business was on the verge of closure. Plaintiff’s counsel and Defense counsel hired renowned
18 mediator, Michael Leb, Esq., who was shown Defendant’s profit and loss statements. (Nava
19 Decl., 2.) According to him, the company and the Defense, a settlement of \$200,000 was the
20 maximum that could be offered short of insolvency, a settlement amount that will still need to be
21 paid in installment payments over several months. (Id.)

22 The Settlement is the product of vigorous litigation by all Parties, which included a
23 lengthy and detailed investigation and the exchange, several motions to compel, a writ filed with
24 the Court of Appeals, review and analysis of hundreds of pages of data and a separate mediation
25 facilitated by mediator Michael Leb, Esq. that began in 2022, culminating in a settlement
26 agreement reached on or about October 8, 2023.

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1 **II. BACKGROUND**

2 **A. FACTUAL OVERVIEW**

3 1. Defendant Chipmasters Manufacturing, Inc.

4 Chipmasters Manufacturing is a California corporation that bills itself as an aerospace
5 based manufacturing company, committed to providing the highest quality, customer service and delivery
6 of products. (Nava Decl. at paragraph 3). CM directly hired the majority of the Settlement Class
7 members to work at its processing facilities in a variety of capacities at Azusa, CA. However, all
8 such Settlement Class members were entitled to the protections of the California Labor Code at
9 all times during their employment with CM.

10 **B. SUMMARY OF THE CASE**

11 This case arises out of Plaintiff's individual and wage claims against Defendants, for
12 various violations including but not limited to: failure to pay minimum and overtime wages,
13 failure to provide rest breaks and meal breaks, in addition to derivative waiting time penalties
14 and wage statement claims. Based on a preliminary examination, Plaintiff's counsel appeared to
15 note potential discrepancies in amount timed, as well as credited, for payment purposes.
16 Nevertheless, the Defense had an explanation.

17 Ultimately, Defendant maintained that the meal period simply was not recorded as operations
18 ceased, and if true, a permissible practice under section 7 of all of the wage orders, which reads
19 as follows:

20 (3) Time records showing when the employee begins and ends each work period. Meal
21 periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods
22 during which operations cease and authorized rest periods need not be recorded.
23

24 (IWC Wage Orders 1-15; Id.)

25 Plaintiff has also revised the employee manual, and facially, the purported break period
26 policy appears to comport with the legal requirements under Labor Code Sections 512 and 226.7.
27 (Nava Decl., ¶2.) Plaintiff also expects that if this does not settle, that Defendant will put on a
28

1 substantial group of employees to attest to the ceasing of operations, leaving Plaintiff to his
2 individual claims, as well as his claims for recordkeeping violations under Labor Code Sections
3 1199, 226, 226.3, 226.6, and 1174.5, the most viable of remaining claims (solely based on
4 recordkeeping and timekeeping violations.) What is more, the Defense expects to put on a
5 majority of the company's witnesses to attest to otherwise, making the difficulty of prevailing a
6 remote possibility. Further, Plaintiff expects that a substantial group of employees will testify as
7 to the legality of Defendant's practices. In a previous trial by my office, despite the Defendant
8 being unable to attest to a compliant meal and rest break policy or restate the legal requirements,
9 the jury still ruled against a similar claim by another Plaintiff represented by my office. (Nava
10 Decl., ¶4.) To say that this case will be difficult would be an understatement.

11 The settlement amount, however, will create a pool of money wherein the vast majority of
12 money goes to the employees, in an amount at least of \$1,000, on average based on Plaintiff
13 counsel's calculations. (Nava Decl., ¶13.)

14 1. Class Representative's Complaints

15 Mata Moya issued written notice to Defendants and the California Labor and Workforce
16 Development Agency ("LWDA") on or about April of 2021 indicating his intent to seek civil
17 penalties against Defendants under the California Private Attorneys General Act ("PAGA") for
18 various violations of the California Labor Code. The LWDA did not respond to his notice,
19 confirming that Mata Moya had exhausted his administrative remedies under the PAGA and
20 giving him the right to seek such civil penalties through litigation. A mediation session with
21 Michael Leb, Esq., between the parties, was scheduled and held near the end of 2022.

22 Discovery

23 Plaintiff have engaged in substantial discovery efforts and investigation of their claims
24 against Defendants both before and after commencing litigation. Plaintiff received a ten percent
25 sampling of the claims. Plaintiff and his counsel believe this is the best possible settlement under
26 the options and because of the specter of insolvency.

27 Based on their own respective independent investigations and evaluations, and taking into
28 account the sharply disputed factual and legal issues involved, the risks inherent in further

1 litigation, the investigation conducted to date, and the substantial benefits received under the
2 settlement, the Parties and their respective counsel are of the opinion that settlement on the terms
3 set forth in the Settlement Agreement is fair, reasonable and adequate and in the best interests of
4 Plaintiffs, the Settlement Class, and Defendants.

5 **III. SUMMARY OF THE JOINT STIPULATION OF SETTLEMENT**

6 **A. DETAILS OF THE SETTLEMENT FUND**

7 Under the Settlement, Defendants agree to pay the maximum Gross Settlement Value
8 (“GSV”) of \$200,000 in resolution of this case. (Settlement at [insert]) This sum includes
9 payments to the Settlement Class, attorneys’ fees in an amount subject to Court approval,
10 reasonable litigation expenses not to exceed \$66,660, incentive award to Ramiro Mata Moya in
11 the amount of \$30,000—which actually also represents his individual claim—costs of
12 administration, and a \$5,000 PAGA penalty, 75 percent of which is to be paid to the LWDA
13 pursuant to California Labor Code Section 2699(i), all of which are subject to Court approval.
14 (Settlement Nava Decl., ¶2, Exhibit 1.) The Parties have agreed that the settlement payments to
15 Class Members will constitute wages.

16 Under the Settlement, the Net Settlement Value (“NSV”) will consist of the GSV less
17 attorneys’ fees, litigation expenses, incentive award to Plaintiffs, costs of administration, and the
18 \$5,000 portion of the PAGA penalty that must be paid to the LWDA by statute. (Settlement, at
19 Exhibit 1.) (See Lab. Code § 2699) Each member of the Settlement Class will be eligible to
20 receive his or her individual share of the NSV based on the number of pay periods each
21 Settlement Class member worked directly for, or was assigned to labor for, CM during the Class
22 Period. (Id.) The primary benefit of this formula is that it relies upon objective evidence of the
23 term of employment, which Class Members can easily review and confirm for themselves. This
24 information is readily available from Defendants’ records, and the Settlement Administrator can
25 apply the formula in a fair and transparent manner.

26 The calculation of the pro rata payments are contained in the settlementn agreement. (Id.)

27 After the Court issues an Order preliminarily approving this Settlement, the Claims
28 Administrator will distribute Notice, Claim and Opt-Out Forms to all Class Members. (Id.) The

1 forms shall identify the Class Member as well as the estimated amount of the Individual
2 Settlement Amount the Class Member can expect to receive following the Court's final approval
3 of the Settlement. (Id.) The PAGA payout is final regardless of whether or there is an opt-out.
4 (Id.)

5 B. RELEASES

6 All Settlement Class members, except those who opt-out as described *infra*, will release
7 Defendants from the wage and hour claims arising in the Class Period. Thus, the Settlement only
8 releases those claims which were or could have been asserted based on the allegations in
9 Plaintiff's Complaint. The Settlement does not release other, non-wage-related claims or any
10 other claims that could not have been asserted based on the allegations of the Complaint, with
11 the exception of Plaintiff, who is providing a 1542 waiver, in addition to a total release of all of
12 his claims. Thus, the release is appropriately tailored in both time and scope and is fair and
13 reasonable under the circumstances.

14 The releases of Plaintiffs encompasses more claims than the release by the Settlement
15 Class, in that it releases any and all claims in way arising out of or connected with their
16 employment with Defendants, which necessarily includes within its scope employment-related
17 claims that were not the subject of Plaintiff's allegations in the Action. (Settlement at [insert])

18 C. OBJECTIONS AND OPT-OUT PROCESS

19 Any member of the Settlement Class who so wishes may elect not to participate in the
20 Settlement. The Class Notice fully explains the opt-out procedure.

21 D. CLASS COUNSEL FEES AND EXPENSES, INCENTIVE AWARDS AND COST OF
22 ADMINISTRATION

23 By a motion to be filed at least 21 days *before* the Settlement Class' deadline to object to
24 the Settlement, Plaintiff and Class Counsel will seek (and Defendants have agreed not to
25 oppose), attorneys' fees of not more than 33% of the GSV and litigation expenses. The exact
26 amount requested, and justification for those amounts supported by declaration, will be detailed
27 in a motion and brief to be provided sufficiently in advance of the Class Members' deadline to
28 opt out of the Settlement.

1 Likewise, Plaintiffs' final approval motion will seek (and Defendants have agreed not to
2 oppose) an incentive award of not more than \$30,000 for the named Plaintiff, the details and
3 justification for which will be supported by declaration and described in a brief to be submitted
4 to the Court.

5 Upon full distribution of the Class Notice materials and having received a full and final
6 accounting of the Class' participation in the Settlement, Plaintiffs shall request as part of their
7 final approval motion (and Defendants have agreed not to oppose) costs of administration. The
8 Parties have agreed that ILYM shall act as the administrator of the Settlement, subject to the
9 Court's preliminary approval. Plaintiff's request for costs of administration will be supported by
10 a declaration from a ILYM representative that describes its efforts to administer the Settlement in
11 accordance with the Parties' agreement.

12 **IV. ANALYSIS**

13 **A. STIPULATED CLASS IS APPROPRIATE FOR CERTIFICATION**

14 The Settlement Agreement calls for the creation of a Stipulated Class to be conditionally
15 certified for purposes of the Settlement Agreement. A settlement class must satisfy the
16 prerequisites for maintenance of a class action. *Amchem Products v. Windsor* (1997) 521 U.S.
17 591, 625-627. "To obtain certification, a party must establish the existence of both an
18 ascertainable class and a well-defined community of interest among the class members." *Linder*
19 *v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 435. "The community of interest requirement
20 embodies three factors: (1) predominant common questions of law or fact, (2) class
21 representatives with claims or defenses typical of the class, and (3) class representatives who can
22 adequately represent the class." *Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal. 4th
23 1096, 1104. In this case, all the requirements of certification are met.

24 **1. The Putative Class Is Sufficiently Numerous and Readily Ascertainable**

25 The numerosity requirement "is indefinite and has been construed liberally . . . [w]here a
26 question is of common interest to 'many' persons, an action may be maintained as a class action
27 even where the parties are numerous and it is in fact practicable to join them all. [Citation
28 omitted] No set number is required as a matter of law for the maintenance of a class action."

1 *Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934. California courts have upheld small
2 classes, including a class comprising as few as 35 people. *Collins v. Rocha* (1972) 7 Cal.3d 232,
3 234 (class of 35 trust beneficiaries in action against trustee for improper conduct). “Class
4 members are ‘ascertainable’ where they may be readily identified without unreasonable expense
5 or time by reference to official [or business] records.” *Sevidal v. Target Corp.* (2010) 189
6 Cal.App.4th 905, 919 (citing *Bufile v. Dollar Financial Group, Inc.* (2008) 162 Cal.App.4th 1193,
7 1206).

8 Here, Defendants acknowledge and agree that the Settlement Class numbers
9 approximately 30 to 50 individuals. It would be impracticable to bring each of these Settlement
10 Class Members before the court on an individual basis. *See Rose v. City of Hayward*, (1981) 126
11 Cal. App. 3d 926 (42 potential class members to be “quantitatively” sufficient); *Hebbard v.*
12 *Colgrove* (1972) 28 Cal. App. 3d 1017 (28 potential class members as a sufficient class).
13 Defendants maintained sufficient employment records, including but not limited to time records
14 and wage statements that were reviewed by Plaintiff, to make it possible to determine the identity
15 of the Settlement Class members objectively and without unreasonable expense. *See Lewis v.*
16 *Robinson Ford Sales, Inc.* (2007) 156 Cal. App. 4th 359, 369-370. Thus, the proposed Class is
17 both sufficiently numerous and readily ascertainable such that settlement on a class-wide basis is
18 appropriate.

19 2. The Community Interest Requirement Is Satisfied

20 “[T]he community of interest requirement embodies three factors: (1) predominant
21 common questions of law or fact; (2) class representatives with claims or defenses typical of the
22 class; and (3) class representatives who can adequately represent the class.” *Brinker, supra* at
23 1021.

24 a. Central Issues of Law and Fact Common to All Class Members Predominate Over
25 Individual Issues

26 Commonality is determined with respect to the claims and defenses as pleaded. *Hicks v.*
27 *Kaufman & Broad Home Corp.* (2001) 89 Cal.4th 908, 916 n.22 . The California Supreme Court
28 has held that the existence of “standardized policies which violate wage and hour laws are

1 routinely, and properly, found suitable” for class certification, and the facts here present such a
2 case. *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1022. Predominance
3 does not require that each and every issue in the case be identical for each and every class
4 member. *Collins v. Rocha* (1972) 7 Cal.3d 232, 238. Variations among class members’
5 circumstances do not defeat class certification. *Los Angeles Fire and Police Protective League*
6 (1972) 23 Cal.App.3d 67, 74. Class certification is appropriate even if certain members of the
7 class were not injured. *Rosack v. Volvo of Am. Corp.* (1982) 131 Cal.App.3d 741, 753-54.

8 Here, the legal theories of liability as alleged by Plaintiff are common to all members of
9 the Class. All Settlement Class members share the common legal issue of whether Defendants’
10 meal, rest, and recovery period policies comply with California law because the policies were
11 uniformly applicable to each of them during their employment and/or assignment with CM.
12 Numerous recent cases establish that the issue of whether an employer’s written meal period
13 policy, or lack thereof, violates the requirements of California Labor Code section 512 and any
14 applicable Wage Order is an issue suitable for certification. *Brinker, supra* at 1033 (“The theory
15 of liability – that [the employer] has a uniform policy, and that that policy, measured against
16 wage order requirements, allegedly violates the law – is by its nature a common question
17 eminently suited for class treatment.”); *Faulkinbury v. Boyd & Associates, Inc.* (2013) 216
18 Cal.App.4th 220, 233-34 (certifying a class based on employer’s adoption of a uniform on-duty
19 meal period agreement and holding that employer would be liable upon determination that the
20 uniform on-duty meal period policy was unlawful); *Jaimez v. DAIOWS USA, Inc.* (2010) 181
21 Cal.App.4th 1286, 1303 (merits of employer’s assertion that its meal break policy complies with
22 Labor Code sections 512 and 226.7 do not affect the court’s role in determining class
23 certification.)

24 Flowing from each of the aforementioned issues are the common legal issues of whether
25 Defendants provided the Settlement Class with proper wage statements that comply with the
26 requirements of California Labor Code section 226, and whether those of the Settlement Class
27 who are former employees of Defendants received all wages to which they were entitled at the
28 termination of their employment.

1 b. Class Representatives' Claims are Typical of the Stipulated Class

2 To satisfy the typicality requirement, California law does not require that the class
3 representative possess claims "identical" to other types of employees; it merely requires that a
4 named plaintiff's interest in the action be "significantly similar" to that of the other class
5 members. (*See Daniels v. Centennial Group, Inc.* (1993) 16 Cal.App.4th 467, 473) The typicality
6 requirement does not focus on the personal characteristics of the representative plaintiff or his or
7 her individual circumstances with respect to the class, but rather upon the typicality of the
8 proposed representative's claims as they relate to the defendant's conduct and activities. *Classen*
9 *v. Weller* (1983) 145 Cal.App.3d 27, 46. A representative plaintiff's claim is typical if it arises
10 from the same event, practice or course of conduct that gives rise to the claims of other class
11 members, and if his or her claims are based on the same legal theory. *Id.*

12 Applied here, Plaintiff's claims are typical of the class they seek to represent. Plaintiff is
13 a former employees of Defendants, and therefore share an interest with the other former
14 employees of Defendants who are in the Settlement Class. (*Id.*, ¶1-14.)

15 c. Class Representatives Fairly and Adequately Represent the Putative Class

16 "Adequacy of representation depends on whether the plaintiff's attorney is qualified to
17 conduct the proposed litigation and the plaintiff's interests are not antagonistic to the interests of
18 the class." *McGhee v. Bank of Am.* (1976) 60 Cal.App.3d 442, 450. Both requirements are met
19 here. Class Counsel has extensive experience in wage and hour class actions, and is well-
20 qualified to prosecute this action. (Nava Decl. at ¶¶2-13.) Further, neither Plaintiff nor their
21 counsel has any conflicts with any of the Class Members. (*Id.*)

22 B. THE STIPULATED CLASS SATISFIES CRITERIA FOR PRELIMINARY
23 APPROVAL

24 California courts have recognized that "class action settlements should be scrutinized
25 more carefully if there has been no adversary certification." *Dunk v. Ford Motor Co.* (1996) 48
26 Cal. App. 4th 1794, 1803, fn. 9. "[A] careful fairness review of the settlement by the trial court,"
27 will thus be conducted to protect absent class members from fraud and collusion." *Wershba v.*
28 *Apple Computer, Inc.* (2001) 91 Cal. App. 4th at 420. Any possibility for abuse is "held in check

1 by the requirement that the judge determine the fairness of the settlement before he can approve
2 it.” *Id.* As demonstrated below, this Settlement Agreement satisfies even the heightened
3 scrutiny of precertification settlement.

4 1. The Settlement Is Fair Because It Is the Product of Informed and Non-Collusive
5 Negotiation

6 The inquiry in preliminary approval determinations “must be limited to the extent
7 necessary to reach a reasoned judgment that the agreement is not the product of fraud or
8 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
9 whole, is fair, reasonable and adequate to all concerned.” *Dunk*, 48 Cal. App. 4th at 1801. “[A]
10 presumption of fairness exists where: (1) the settlement is reached through arm’s-length
11 bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
12 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors
13 is small.” *Id.* at 1802.

14 2. The Settlement Was Reached With the Assistance of an Independent Mediator

15 The Settlement is the product intensive, arms-length negotiations that took place over the
16 course of months and required one mediation session with the aid of an experienced mediator,
17 Michael Leb, Esq. (Nava Decl. at ¶2-13.) The vigorous advocacy on both sides of this case is
18 evidenced by the extensive motion practice, as well as the mediation session and ongoing
19 discussions.

20 3. The Parties Are Fully-Informed Following Intensive Discovery Efforts

21 Both Parties engaged in significant informal discovery and investigative efforts in this
22 case. These efforts resulted in the production of thousands of pages of documents consisting of
23 policies, timekeeping documents, time cards and wage statements that were ultimately used in
24 analyzing the strengths and weaknesses of Plaintiff’s case and to evaluate the potential
25 Settlement Class damages. (Nava Decl. at ¶4) Sufficient information was exchanged in this case
26 to allow the Parties to make a fully-informed decision concerning the instant Settlement. (*Id.*)

27 4. The Settlement Is Reasonable in Light of the Strengths and Weaknesses of the Claims
28 and Risks Involved in Further Litigation

1 The Court must also satisfy itself, “that the consideration being received for the release of
2 the class members’ claims is reasonable in light of the strengths and weaknesses of the claims
3 and the risks of the particular litigation.” *Kullar v. Footlocker Retail, Inc.* (2008) 168 Cal. App.
4 4th 116, 129. Here, the Stipulated Class will result in an estimated average recovery by each
5 member of over \$1,000 based on the anticipated NSV. (Nava Decl. at ¶13) This result is very
6 favorable to the Class, particularly in light of the potential challenges associated with each claim.

7 These claims share the same weaknesses in that they are based on the presumption that
8 the alleged unlawful policies were implemented consistently across CM’s locations. (*Id.* at
9 ¶13.a.) CM vigorously argued that employees actually did take a 30-minute off-duty meal period,
10 such that Defendants complied with the law as operations also ceased during the meal period,
11 and that there was in fact full payment made to putative class members.

12 Thus, it is entirely possible that at the conclusion of litigation, a jury could decline to
13 award the Settlement Class any amount reflective of missed rest or meal periods, let alone
14 minimum wage and overtime wages. Assuming the truth of Defendant’s policies and
15 contentions, Plaintiff has potential claims for recordkeeping policies, and nothing more, no more
16 than \$2,000 based on Plaintiff’s calculations. The settlement pool, thus, is adequate.

17 5. The Settlement Is Reasonable In Light of the Risk, Expense and Complexity of Further
18 Litigation

19 Courts have also recognized that approval of a class settlement is “preferable to lengthy
20 and expensive litigation with uncertain results.” *Nat’l Rural Telecomms. Coop. v. DIRECTV,*
21 *Inc.*, 221 F.R.D. 523, 529 (C.D. Cal. 2004). If the settlement were to be rejected, the parties
22 would have to engage in further litigation, including litigating the propriety of certifying the
23 class and, if certified, discovery on damages issues. The time and expense of continued litigation,
24 including any appeals that could be filed on motions that were pending with this Court as of the
25 time the Parties reached the Settlement, could potentially outweigh any additional recovery
26 obtained through litigation, and could result in additional years of litigation. On the other hand,
27 the proposed Settlement provides for an immediate recovery for the Settlement Class. This factor
28 weighs in favor of approval.

1 6. The Amount Allocated to PAGA Is Appropriate

2 Although claims under PAGA are not subject to class certification requirements,
3 California Labor Code section 2699(l) requires that “the superior court shall review and approve
4 any penalties sought as part of a proposed settlement agreement pursuant to this part.” Here, the
5 Parties also agree to allocate \$5,000 of the GSV to penalties attributable to Plaintiff’s cause of
6 action for civil penalties under PAGA. (See Settlement.)

7 Several factors justify significant compromise of the maximum possible civil penalty
8 under PAGA. First, Plaintiff’s ability to recover PAGA penalties depends entirely upon
9 Plaintiff’s ability to demonstrate violation of the underlying Labor Code sections upon which the
10 various civil penalties are premised. (*Id.*) As described above, there are a number of reasons that
11 Plaintiffs may not prevail at trial on each of Plaintiff’s causes of action. (*Id.*) Thus, to the extent
12 compromise of Plaintiff’s underlying claims is justified, compromise of the civil penalties that
13 correlate to those claims is also justified.

14 Also, the Court retains discretion to reduce any assessment of civil penalties that “would
15 result in an award that is unjust, arbitrary and oppressive, or confiscatory.” (Lab. Code §
16 2699(e)(2).) Further, the Court could determine that “stacking” civil penalties on top of the
17 statutory penalties for the same violation is arbitrary or confiscatory. (*Id.*) Based on all of the
18 foregoing, the agreed-upon PAGA allocation is reasonable under the circumstances.

19 7. The Proposed Incentive Awards Are Appropriate

20 The Plaintiff is eligible for reasonable incentive payments to compensate them for the
21 expense or risk they have incurred in conferring a benefit on other members of the class. *Munoz*
22 *v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal. App. 4th 399, 412 (citing *Staton*
23 *v. Boeing Co.* (9th Cir. 2003) 327 F.3d 938, 977).

24 In this case, Plaintiff has been instrumental in prosecuting this action. They were an
25 important source of information during the course of this litigation and aided in the investigation
26 into the policies and practices of Defendants. (Nava Decl. at ¶12) They educated proposed Class
27 Counsel and staff in furtherance of their investigation into the facts by assisting with preparation
28 of informal discovery requests, and fully participated in responding to Defendants’ informal

1 discovery requests. (*Id.*) They consulted with proposed Class Counsel during the mediation of
2 this matter to address various issues that arose in the negotiation of the Settlement Agreement.
3 (*Id.*) Based on their significant contributions to the class and in light of the settlement amount,
4 the requested incentive payment of \$30,000 to the Plaintiff respectively is reasonable and well
5 within the precedent for preliminary approval.

6 Attorneys' Fees Are Preliminarily Appropriate Based on Percentage of Fund

7 Recovery of attorney's fees under the "percentage of fund" doctrine, the validity of which
8 is recognized by California courts and is the preferred method of fee calculation in common fund
9 cases in federal courts, has long been recognized to be within the province of the Court's
10 equitable jurisdiction. See *In re Pacific Enter. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 379; *In re*
11 *AT&T Corp. Secs. Litig.* (3rd Cir. 2006) 455 F.3d 160, 164. Jurisdiction over the fund involved
12 in the litigation allows a court to prevent the unjust enrichment of persons who obtain the benefit
13 of a lawsuit without contributing to its cost by assessing attorney's fees against the entire fund.
14 *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; see also *Vizcaino v. Microsoft Corp.* (2002)
15 290 F.3d 1043; *Bell v. Farmers Ins. Exchange* (2004) 115 Cal. App. 4th 715. In the class action
16 context, the parties may agree upon a fee, the reasonableness of which is assessed by the court.
17 *Evans v. Jeff D.* (1980) 475 U.S. 717, 734-35, 738. Courts have held that the contingent nature
18 of the fee agreement is a factor to be considered in awarding attorney's fees. *People v. Yuki*
19 (1995) 31 Cal. App. 4th 1754, 1771.

20 Numerous courts have held that the accepted range of percentage recoveries from a
21 common fund is within 20% to 50% of the fund. See *Cicero v. DirectTV, Inc.*, 2010 WL
22 2991486, * 7 (C.D. Cal. July 27, 2010); *Williams v. Costco Wholesale Corp.*, 2010 WL 2721452,
23 * 6 (S.D. Cal. July 7, 2010). Such recoveries are justified because, as one court has stated,
24 ***"[t]hose who criticize the amount of such awards should understand that absent counsel's***
25 ***efforts there would be no fund; and even despite counsel's efforts, in some cases there is no***
26 ***success and thus no fee, no matter how much time and effort was expended. The good result***
27 ***should be rewarded, because the poor result will go uncompensated."*** *In re First Fidelity*
28 *Bancorporation Sec. Litigation*, 750 F. Supp. 160, 164 (D.N.J. 1990) (emphasis added).

1 Here, the Parties have agreed that Plaintiffs may petition the Court for an award of
2 attorneys' fees not to exceed 33% of the GSV. (Settlement.) Concurrent with Plaintiffs' Motion
3 for Attorneys' Fees and Costs to be filed at least 21 days in advance of Class Members' deadline
4 to opt out of the Settlement, Plaintiff will submit detailed declarations and evidentiary support
5 concerning the number of hours worked by Class Counsel on the case and the rates of the
6 respective attorneys such that the Court will be able to evaluate the appropriateness of the
7 requested award by performing a lodestar crosscheck.

8 C. THE COURT IS JUSTIFIED IN APPROVING THE NOTICE AND OPT-OUT
9 FORMS, AND PROPOSED SCHEDULE FOR ADMINISTRATION

10 Due process requires that reasonable notice of the settlement be given to all potential
11 class members. *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 175-176. Here, PLAINTIFF
12 submits a proposed Notice of Class Action Settlement that fulfills its purpose. (Nava Decl., ¶14,
13 Exhibit 2.) If the Court grants preliminary approval of the Settlement Agreement, the Stipulated
14 Class will receive a Notice of Class Action Settlement by first class mail. (*Id.*)

15 The Parties agree that ILYM shall serve as the Settlement Administrator. The Settlement
16 Administrator will receive from Defendants the names, dates of employment, last-known
17 addresses and phone numbers for the Settlement Class and will issue the mail the notices
18 accordingly, with return service requested. (Settlement.) If any notice is returned Undeliverable,
19 the Claims Administrator will perform skip tracing to attempt to ensure delivery of the notices
20 and promptly re-send the notices. (*Id.*) Those of the Class who timely request to opt out of the
21 Settlement will not be included in the Settlement. Those who do not opt out will release the
22 claims asserted in connection with this action and will be bound by the terms of the Settlement.
23 In short, the proposed method of notice is the best practicable under the circumstances of this
24 action, and it is reasonably calculated to provide individual notice to members of the Class.

25 The proposed Notice of Class Action Settlement provides detailed information regarding
26 claims asserted in this Litigation, the definition of the Stipulated Class, the terms and provisions
27 of the proposed Settlement, the Settlement approval procedure, the procedure for filing opt-outs
28 to the Settlement and to be heard at the final approval hearing, the procedure for receiving a

1 share of the settlement funds, the procedure for opting out of the Class, and a statement that
2 judgment will bind all members who do not opt out. (Settlement at Ex. 1) Therefore, the Notice
3 of Class Action Settlement meets the requirements of California Rule of Court 3.769(f). As
4 such, it should be approved.

5 1. Proposed Schedule for Claims Administration and Final Approval Hearing

6 The following is a time table for administration of the Settlement and proposal for a
7 hearing date on Plaintiffs' Motion for Final Approval of Settlement.

Date	Event
To be determined by Court	Preliminary Approval Hearing (all dates that follow assume a preliminary approval order on this date)
To be determined by Court	DEFENDANTS to provide Settlement Administrator with electronic database containing Class Member contact information and data necessary to calculate individual settlement shares (Within 14 days after entry by the Court of its Order of Preliminary Approval)
To be determined by Court	Settlement Administrator will mail Notice and Opt-Out forms to Class Members (14 days after receipt of Class data from DEFENDANTS)
To be determined by Court	Last day for Settlement Administrator to receive Opt-Out Form unless Class Notice is returned as undeliverable (30 days after mailing of Notice and Opt-Out Forms by Settlement Administrator)
To be determined by the Court	Due date for Motion for Final Approval of Settlement and Class Counsels' separate motion for incentive award, attorneys' fees and costs, and costs of administration.
To be determined by the Court	Final Approval Hearing

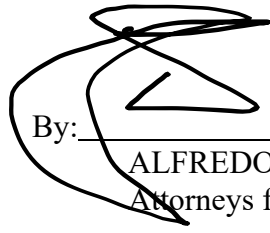
24 **V. CONCLUSION**

25 Based on all of the foregoing, Plaintiff respectfully requests that the Court issue an Order
26 preliminarily approving the Settlement, and adopting the proposed schedule for distribution of
27 notice and briefing schedule on an anticipated Motion for Final Approval.

1 Dated: December 7, 2023

LAW OFFICE OF ALFREDO NAVA JR., APC

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By: _____
ALFREDO NAVA
Attorneys for Plaintiff

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1. I am Plaintiff's counsel for Ramiro Mata Moya, and the principal of the Law Of Alfredo Nava Jr., APC. I can attest to the following under oath if called upon to from my own personal knowledge.

2. The Settlement resolves each of the claims in Plaintiff's operative complaint. The Settlement is attached as Exhibit "1" as a true and correct copy to my declaration. Defendant's business creates and manufactures aerospace parts for third party companies. Plaintiff's counsel and I hired renowned mediator, Michael Leb, Esq., who was shown Defendant's financial statements. After receiving said statements, it was my u

2. Chipmasters Manufacturing is a California corporation that bills itself as an
ce based manufacturing company, committed to providing the highest quality, customer
and delivery of products. I have also reviewed the employee manual, and facially, the
ed break period policy appears to comport with the legal requirements under Labor Code
s 512 and 226.7.

3. No less important, Defense counsel has stated to me that if this agreement this not
ed, Defendant has potential issues re: insolvency.

4. Plaintiff is a former employee of Defendants, and therefore share an interest with other former employees of Defendants who are in the Settlement Class. I have served as counsel on hundreds of cases, and have extensive experience in wage and hour class actions from the perspective of plaintiff, and am well-qualified to prosecute this action. Further, Plaintiff nor I have any conflicts with any of the Class Members. Both Parties engaged in substantial informal discovery and investigative efforts in this case. These efforts resulted in the production of hundreds of pages of documents consisting of policies, timekeeping documents, pay records and wage statements that were ultimately used in analyzing the strengths and weaknesses of Plaintiff's case and to evaluate the potential Settlement Class damages. Sufficient information was exchanged in this case to allow the Parties to make a fully-informed decision regarding the instant Settlement. In a previous trial by my office, despite the Defendant being

1 unable to attest to a compliant meal and rest break policy or restate the requirements, the jury
2 still ruled against a similar claim by another Plaintiff represented by my office.

3 5. I have prosecuted hundreds of class actions and representative actions, trying
4 thirty-three cases in my career.

5 6. I have prosecuted several cases with some of the most esteemed Plaintiff's firms
6 in the state of California.

7 7. I have also been trial counsel in more than thirty-three matters.

8 8. The Settlement is the product intensive, arms-length negotiations that took place
9 over the course of months and required one mediation session with the aid of an experienced
10 mediator, Michael Leb, Esq.

11 9. I am a graduate of the Stanford Law School.

12 10. I did my undergraduate studies at UCLA.

13 11. I am confident that this agreement should be approved and it will benefit Plaintiff
14 and the putative class members.

15 12. If the Court does not approve this agreement, I believe that Defendant may
16 declare bankruptcy and/or become insolvent. In this case, Plaintiff has been instrumental in
17 prosecuting this action. He was an important source of information during the course of this
18 litigation and aided in the investigation into the policies and practices of Defendants. He
19 educated me in furtherance of their investigation into the facts by assisting with preparation of
20 informal discovery requests. He consulted with proposed Class Counsel during the mediation of
21 this matter to address various issues that arose in the negotiation of the Settlement Agreement.

22 13. The Stipulated Class will result in a sizeable, estimated average recovery by each
23 member of at least \$1,000 according to my calculations and projections, based on the anticipated
24 NSV. This result is very favorable to the Class, particularly in light of the potential challenges
25 associated with each claim. These claims share the same weaknesses in that they are based on the
26 presumption that the alleged unlawful policies were implemented consistently across CM's
27 locations. CM vigorously argued that employees actually did take a 30-minute off-duty meal
28

1 period, such that Defendants complied with the law as operations also ceased during the meal
2 period, and that Plaintiff and the putative class were fully paid.

3 14. Similar arguments were advanced with respect to Defendants' exposure to meal
4 and rest period premiums, in that CM argued that the Settlement Class was uniformly provided,
5 and did take, meal and rest periods that comply with the requirements of California law. Thus, it
6 is entirely possible that at the conclusion of litigation, a jury could decline to award the
7 Settlement Class any amount reflective of missed rest or meal periods, let alone minimum wage
8 and overtime wages. Assuming the truth of Defendant's policies and contentions, Plaintiff has
9 potential claims for recordkeeping policies, and nothing more, no more than \$2,000,000 based on
10 Plaintiff's calculations in the most optimistic scenarios, based on educated projections and
11 generous assumptions on the part of my office, which is unlikely in employment litigation due
12 to the employee's vested, inherent interest in helping their employer. Attached as Exhibit 2 is a
13 true and correct copy of the proposed Notice of Class Action Settlement and opt-out document.
14 I declare under penalty of perjury pursuant to the laws of the State of California that the
15 foregoing is true and correct. Executed on December 7, 2023 in Lakewood, California.

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17 Alfredo Nava, Esq.
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EXHIBIT 1

JOINT STIPULATION OF SETTLEMENT

1. Aggrieved Employee Definition – All current and former non-exempt employees of Defendants (as defined below) in the State of California during the period from April 6, 2020 through the date upon which a signed order approving the Settlement is filed (“PAGA Group”).
2. Settlement Class – All current and former non-exempt employees, excluding Plaintiff Ramiro Mata Moya, of Defendants (as defined below) in the State of California during the period from April 6, 2020 through the date upon which a signed order approving the Settlement is filed.
3. PAGA Period – The PAGA Period starts on April 6, 2020. The end date for the PAGA Period shall be the date upon which a signed order approving the Settlement is filed.
4. Settlement Class Period – The Settlement Class Period starts on April 6, 2017. The end date for the Settlement Class Period shall be the date upon which a signed order approving the Settlement is filed.
5. Plaintiff – The Plaintiff is Ramiro Mata Moya.
6. Class and PAGA Counsel – The Law Office of Alfredo Nava Jr., APC.
7. Defendants – The Defendants are Chipmasters Manufacturing, Inc. and Richard Jacobsen.
8. Defense Counsel – Seyfarth Shaw LLP.
9. Enforceability – The parties intend this Joint Stipulation of Settlement (“Agreement”) to be admissible and binding under California Code of Civil Procedure Section 664.6. However, this Agreement shall be enforceable when signed by all parties and their counsel.

If a court finds any part of this Agreement unenforceable, that part shall be modified and the rest enforced. If a court finds any such part incapable of being modified, it shall be severed and the rest enforced. A decision not to enforce this Agreement does not waive any future violation.

10. Gross Settlement Amount – Defendants shall pay out the gross total sum of \$200,000.00 for: (1) Class Settlement Payments to the Settlement Class; (2) PAGA Payments to the Aggrieved Employees; (3) Plaintiff’s Individual Settlement Payment; (4) any employer’s share of payroll taxes on Class Settlement Payments to the Settlement Class and Plaintiff’s Individual Settlement Payment; (5) payment of Settlement Administration Expenses; (6) Attorneys’ Fees; (7) Attorneys’ Expenses; and (8) the PAGA Payment to

the Labor Workforce Development Agency. The Gross Settlement Amount shall be the total amount paid by Defendants and cannot be increased for any reason.

11. Individual Settlement Payment – Subject to Plaintiff’s execution of a general release (explained below), Defendants agree to pay \$30,000.00 to Plaintiff in exchange for a settlement of Plaintiff’s individual claims of any type against Defendants. The amount is in addition to Plaintiff’s share of the PAGA Payment and is inclusive of Plaintiff’s share of the Class Settlement Payment. The Individual Settlement Payment shall be paid from the Gross Settlement Amount. The Individual Settlement Payment will be reported as: (1) 25% wage income on a W-2 (minus all applicable deductions and withholdings); and (2) 75 % non-wage income reported on a Form 1099. Defendants’ share of any payroll taxes on the Individual Settlement Payment shall be paid from the Gross Settlement Amount.
12. PAGA Payment - The PAGA Payment shall be up to \$5,000.00. The PAGA Payment will be allocated as follows: 75% of the payment will be paid to the Labor and Workforce Development Agency (“LWDA”) and 25% will be paid to Aggrieved Employees.
 - (a) The amount that each Aggrieved Employee will be eligible to receive under the PAGA Payment will be determined on a pro-rata basis by the number of pay periods they worked divided by the total number of pay periods worked by the Aggrieved Employees during the PAGA Period. Chipmasters Manufacturing, Inc. shall use company records to calculate the number of pay periods. Aggrieved Employees will be issued Forms 1099 for their shares of the PAGA Payment.
13. Net Settlement Fund – The Net Settlement Fund shall be the Gross Settlement Amount minus Plaintiff’s Individual Settlement Payment, the PAGA Payment, Settlement Administration Expenses, Attorneys’ Fees, and Attorneys’ Expenses, and any employer’s share of payroll taxes on the Class Settlement Payment and the Individual Settlement Payment.
14. Class Settlement Payment – The Class Settlement Payment shall be Net Settlement Fund. The Class Settlement Payment will be allocated as follows:
 - (a) The amount that each individual in the Settlement Class will be eligible to receive under the Net Settlement Fund will be determined on a pro-rata basis by the number of pay periods they worked divided by the total number of pay periods worked by the Settlement Class during the Settlement Class Period. Chipmasters Manufacturing, Inc. shall use company records to calculate the number of pay periods. The Class Settlement Payment will be reported as 100% wage income on a W-2 (minus all applicable deductions and withholdings).
15. Class Notice and Opt-Out Procedure – The Settlement Administrator shall provide notice of the settlement to the Settlement Class pursuant to the preliminary approval order issued by the Court. There will be no claims process and the Settlement Administrator will pay Settlement Class members who do not opt out of the settlement. Settlement

Class members will have 30 calendar days in which to postmark an opt-out notice. PAGA Group members will not be able to opt out of settlement of the PAGA claims and release of PAGA claims.

Any Settlement Class member who elects to opt out of the Settlement Class in the manner and within the time limits specified above (1) will not have any rights under the Agreement; (2) will not be entitled to receive any compensation under the Agreement, other than his or her share of PAGA Penalties; (3) will not have standing to object to the Agreement; and (4) will not be bound by the Settlement Agreement, other than the release of claims for PAGA Penalties described below.

16. Objections – Any Settlement Class member who does not request exclusion from the Agreement may object to the Agreement by mailing, e-mailing, or faxing the Settlement Administrator, not later than the opt-out deadline described above, a written statement objecting to the Agreement. The written objection must contain: first and last name, the last four digits of the Settlement Class member's social security number, current address, telephone number, and approximate dates of employment with Defendants, and a clear statement of the basis for their objection. The Settlement Administrator shall immediately send all objections to counsel for Defendants and Class and PAGA Counsel.

Settlement Class members who fail to submit objections in the manner specified in this Agreement shall be deemed to have waived any objection. The parties and their counsel shall not seek to solicit or otherwise encourage any Settlement Class member to submit a request for exclusion or objection, nor encourage any Settlement Class member to appeal from the final judgment.

17. Settlement Administration Expenses – The parties agree to utilize ILYM Group, Inc. as the Settlement Administrator. Settlement Administration Expenses shall not exceed \$5,550.00, the amount estimated by the Settlement Administrator to administer the settlement.
18. Attorneys' Fees – Defendants agree not to oppose an Attorneys' Fees request up to one-third (1/3) of the Gross Settlement Amount. However, if this amount is reduced by the Court, any amount not awarded as Attorneys' Fees will revert to the Net Settlement Fund, and all other terms of this Agreement will remain in effect. Class and PAGA Counsel will be issued a Form 1099 for payment of any Attorneys' Fees issued by Defendants.
19. Attorneys' Expenses – Defendants agree not to oppose Attorneys' Expenses in an amount as documented in Class and PAGA Counsel's records to be paid from the Gross Settlement Amount, to the extent that the expenses are reasonable and only include items specifically allowable as costs under California Code of Civil Procedure section 1033.5. However, if this amount is reduced by the Court, any amount not awarded as Attorneys' Expenses will revert to the Net Settlement Fund, and all other terms of this Agreement will remain in effect. Class and PAGA Counsel will be issued a Form 1099 for payment of any Attorneys' Expenses issued by Defendants.
20. Releases – The "Released Claims" and "PAGA Released Claims" with respect to the

“Released Parties” (defined below) are all claims made or which could have been made on behalf of the Aggrieved Employees, the Settlement Class, and Plaintiff based on the facts pled in the Operative Complaint (defined below) and Plaintiff’s pre-litigation letter to the LWDA.

“Released Parties” shall mean Defendants Richard Jacobsen and Chipmasters Manufacturing, Inc., as well as Chipmasters Manufacturing, Inc.’s current or former subsidiaries, parents, affiliates, joint ventures, predecessors, insurers, agents, employees, successors, assigns, officers, officials, directors, attorneys, personal representatives, executors, and shareholders, including their respective pension, profit sharing, savings, health, and other employee benefits plans of any nature, the successors of such plans, and those plans’ respective current or former trustees and administrators, agents, employees, and fiduciaries.

As of the Effective Date (defined below), all Settlement Class members shall be deemed to have fully released the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney’s fees, damages, action or causes of action, whether known or unknown, that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint, including, but not limited to, any claims for the failure to pay minimum and overtime wages (Labor Code §§ 510, 1194, 1197, 1197.), the failure to provide meal and rest periods and to pay meal and rest period premiums (Labor Code § 226.7 and 512), failure to pay wages due at time of termination (Labor Code §§ 201, 202, and 203), failure to pay reimbursable expenses (Labor Code § 2802), and failure to provide accurate wage statements (Labor Code § 226), and claims under the applicable Wage Order, as well as claims under Business and Professions Code §§ 17200 et seq., based on alleged violations of these Labor Code provisions and arising during the Settlement Class Period. Settlement 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 Settlement Class Period (the “Released Claims”).

As of the Effective Date (defined below), all Aggrieved Employees (the PAGA Group), whether or not they exclude themselves from the Settlement Class, shall be deemed to have fully released the Released Parties for all claims for civil penalties under Labor Code § 2699 that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint and in Plaintiff’s March 16, 2021 PAGA Notice, including claims under Labor Code §§ 201, 202, 203, 204, 210, 216, 226, 226.3, 226.6, 256, 510, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 2802, 1197.1, 1198, 1199, and all applicable Wage Orders, including but not limited to Order Nos. 1, 2, 4, 7, 16, and 17 (the “PAGA Released Claims”).

In addition, Plaintiff shall, as consideration for the Individual Settlement Payment described above, release all claims, known or unknown, in favor of the Released Parties, and Plaintiff waives all rights and benefits afforded by section 1542 of the Civil Code, which provides:

“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.”

This general release and waiver of rights under section 1542 of the Civil Code shall apply only to the undersigned Plaintiff.

21. Operative Complaint – Pursuant to the Court’s guidance at the June 16, 2023, hearing, the parties will draft and file a Joint Stipulation for Leave to Amend the Complaint pleading all class action and Labor Code claims that can be pled based on the facts pled in the First Amended Complaint and Plaintiff’s pre-litigation letter to the LWDA, Los Angeles County Superior Court Case No. 21STCV13094. Class and PAGA Counsel shall draft the Second Amended Complaint which, upon Defense Counsel’s approval, the parties shall file together with the Joint Stipulation for Leave to Amend the Complaint.
22. Drafting Settlement Documents –The parties shall draft and file a motion for settlement approval within sixty (60) days after full execution of this Agreement. If the Court rejects the motion for preliminary approval, this Agreement shall be null and void and the parties may resume litigation as if this Agreement never existed. Plaintiff, however, can attempt one final time to get approval and Defendants will cooperate in said attempt.
23. Effective Date of Agreement – The Effective Date of this Agreement is the date on which the settlement is approved and the Court’s order approving the settlement (“Judgment”) becomes final. For purposes of this Agreement, the Court’s Judgment “becomes final” upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court’s Judgment (this time period shall not be less than 60 calendar days after the Court’s Judgment is entered); (ii) the date affirmance of an appeal of the Judgment becomes final under the California Code of Civil Procedure; or (iii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment. If a timely Objection to Settlement is filed (including an objection from the LWDA), “Effective Date” shall be the later of: (a) the date on which the time for all appeals relating to Objections to Settlement and the Final Approval Order has expired; or (b) if an appeal, review or writ is sought, the date on which the highest reviewing court renders its decision denying any petition (where the immediately lower court affirmed the judgment) or affirming the judgment. Provided, however, if the California Labor & Workforce Development Agency (“LWDA”) has commenced an investigation or issued a citation prior to the Effective Date, as determined under the forgoing definition, the Effective Date will be extended to the date that the LWDA concludes its investigation or resolves the Citation or issues its final order or citation or such a citation or order is reduced to a judgment (whichever is later) , or if the LWDA objects to the Settlement, the date when the LWDA’s objection to the Settlement is resolved and no longer appealable. This paragraph is subject, however, to the following paragraph’s provisions, meaning, that if either party elects not to proceed to continue with the settlement in light of someone’s objections, then this entire Agreement will be null and void, unenforceable, as if never entered into. Either party will have the right to continue to prosecute the matter

as if no agreement was entered into.

24. In the event that a third party or the LWDA or the Court objects to this Agreement, Plaintiff or Defendants shall each have the unilateral right to revoke this Agreement so long as the revoking party provides written notice to the other party within 30-days following receipt of any objection. In such an event, either party will have the option to deem this agreement null and void, as if never entered into, and the parties will then continue prosecuting the action as though this Agreement was never entered into. For example, if an objection is raised to the Agreement by a third party, including the Court, Plaintiff or Defendants will each have the right to revoke this Agreement in its entirety, set aside any judgment, and continue prosecuting this action as if no agreement was entered into.
25. Payment Procedure – Defendants shall fund the Gross Settlement Amount as follows: (a) a one-third ($\frac{1}{3}$) installment of the Gross Settlement Amount shall be funded 90 days after the Effective Date of this Agreement; (b) a second one-third ($\frac{1}{3}$) installment of the Gross Settlement Amount shall be funded 90 days after the first installment; and (c) a final one-third ($\frac{1}{3}$) installment of the Gross Settlement Amount shall be funded 90 days after the second installment. Within 30 days of the third and final installment of the Gross Settlement Amount, the Settlement Administrator will calculate and distribute the amounts to be paid to Settlement Class Members.
26. Continuing Jurisdiction – The Court shall retain continuing jurisdiction over this case to ensure the continuing implementation of the provisions of this Agreement.
27. Entire Agreement – This Agreement is the complete and integrated understanding between the parties. It replaces any other agreements, representations or promises, written or oral. This Agreement shall not be amended or modified, except through a writing duly signed by or on behalf of all parties.
28. Execution in Counterparts – This Agreement may be executed in one or more counterparts by facsimile, electronic signature, 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
29. Stay of Litigation – The Parties agree that upon the signing of this Agreement by the parties, this action shall remain stayed and all applicable deadlines shall be extended pending the outcome of the settlement process or until revocation by Plaintiff as provided for in this Agreement.
30. No Publicity Regarding The Settlement – Except as otherwise necessary to obtain Court approval of the settlement and releases encompassed by this Agreement, the PAGA Group, Settlement Class, Class and PAGA Counsel, and Plaintiff shall not publicize or communicate the fact or terms of the settlement on any social media, print media other than necessary to effectuate the terms of this settlement agreement, or marketing/advertising materials other than necessary to effectuate the terms of this

settlement agreement. The Court shall have the power to enjoin violations of this provision and the prevailing party shall be entitled to its attorneys' fees and costs.

31. Non-Admission – Defendants deny and continue to deny: (a) all of the allegations made by Plaintiff in the Operative Complaint; (b) that they violated any applicable laws; (c) that they are liable or owe damages, penalties, or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Operative Complaint; and (d) that class certification of the Operative Complaint or any alleged claim is proper, in the event that litigation in proceeds. Defendants emphasize that the Court has not made any findings of liability as to Defendants and the Court has not determined that class certification is warranted in this Action. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever and without admitting or conceding that class certification is appropriate for any purpose other than settlement purposes alone, Defendants have agreed to settle the Action on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing the Action. Any stipulations or statements by Defendants contained in this Agreement are made for settlement purposes only.
32. Governing Law – This Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California.
33. Advice of Counsel – The parties to this Agreement have had an opportunity to consult with legal counsel. This Agreement reflects their good faith compromise of the claims raised in this action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

IT IS SO AGREED.

10 / 08 / 2023

Dated: October __, 2023

Ramiro Mata-Moya

Plaintiff Ramiro Mata Moya

Dated: October __, 2023

Richard Jacobsen

Dated: October __, 2023

Chipmasters Manufacturing, Inc.

By: _____

Position: _____

APPROVED AS TO FORM:

settlement agreement. The Court shall have the power to enjoin violations of this provision and the prevailing party shall be entitled to its attorneys' fees and costs.

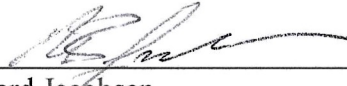
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IT IS SO AGREED.

Dated: October __, 2023

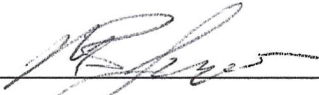
Plaintiff Ramiro Mata Moya

Dated: October 6, 2023



Richard Jacobsen

Dated: October 6, 2023



Chipmasters Manufacturing, Inc.

By: Richard Jacobsen

Position: CFO

APPROVED AS TO FORM:

Dated: October __, 2023



Alfredo Nava
Counsel for Plaintiff Ramiro Mata Moya

Dated: October 6, 2023



Aaron R. Lubeley
Counsel for Defendants Chipmasters
Manufacturing, Inc. and Richard Jacobsen

EXHIBIT 2

Los Angeles County Superior Court

Ramiro Mata Moya v. Chipmasters Manufacturing, Inc.

Case No.: 21STCV13094

[Name]

[Address]

[Address 2]

**IMPORTANT NOTICE REGARDING YOUR PRIVACY RIGHTS
AND DISCLOSURE OF YOUR TIME AND WAGE RECORDS**

A lawsuit has been filed against Chipmasters Manufacturing, Inc. (“Chipmasters”) by Ramiro Mata Moya (“Plaintiff”), a former employee. The lawsuit is now pending in the Los Angeles County Superior Court. Plaintiff claims that Chipmasters failed to pay all overtime wages earned, failed to provide meal and rest periods, failed to pay minimum wages, failed to provide accurate wage statements, failed to reimburse business expenses, and failed to pay former employees their final wages in a timely fashion. Chipmasters denies all the allegations in their entirety and maintains it has complied with all applicable laws, properly provided employees with breaks, properly paid employees, and properly provided employees with accurate itemized wage statements. The Court has made no decision on the merits of Plaintiff’s claims. Attached as Exhibit 1 is a true and correct copy of the settlement terms, and the scope of the lawsuit and claims, and proposed terms for resolution.

This is a class action settlement, that proposes a settlement of \$200,000 for former and current putative class members. You will be entitled to a portion in the amount of _____, but you must not opt out of the settlement. The terms of the payout are in Exhibit 1. In the event of an opt-out you will still receive a portion of the settlement amount in the form of a share of PAGA penalties, which is calculated on a pro rata basis, and as set forth in Exhibit 1. You cannot opt out of this settlement of the PAGA claims, but you can opt out for the other claims. The Court will have a hearing date to decide whether to approve the settlement on the following day _____. If you would like to say something to the Court or voice any concerns, or opt-out, you are allowed to appear at the hearing and voice any concerns.

Plaintiff’s Lawyers:

Alfredo Nava
Law Office of Alfredo Nava Jr., APC
3500 West Beverly Blvd.
Montebello, California 90640
Telephone: (323) 725-1151

Chipmasters Manufacturing, Inc.’s Lawyers:

Aaron Lubeley
Miguel A. Ramirez
SEYFARTH SHAW LLP
601 South Figueroa Street, Suite 3300
Los Angeles, California 90017-5793
Telephone: (213) 270-9600

IF YOU DO WANT TO OPT OUT OF THE SETTLEMENT, PLEASE SIGN, DATE, AND MAIL THE POSTCARD ON THE FOLLOWING PAGE BY THE FOLLOWING DATE _____. IF YOU DO NOT OPT OUT, YOU WILL BE INCLUDED IN THE SETTLEMENT CLASS, PREVENTING YOU FROM PURSUING YOUR OWN CLAIMS RELATED TO THE CLAIMS IN THIS LAWSUIT.

OPT OUT TO SETTLEMENT

I do not want to be a part of this settlement or receive any monies from the class claims.

Signature

Dated

EXHIBIT 1

JOINT STIPULATION OF SETTLEMENT

1. Aggrieved Employee Definition – All current and former non-exempt employees of Defendants (as defined below) in the State of California during the period from April 6, 2020 through the date upon which a signed order approving the Settlement is filed (“PAGA Group”).
2. Settlement Class – All current and former non-exempt employees, excluding Plaintiff Ramiro Mata Moya, of Defendants (as defined below) in the State of California during the period from April 6, 2020 through the date upon which a signed order approving the Settlement is filed.
3. PAGA Period – The PAGA Period starts on April 6, 2020. The end date for the PAGA Period shall be the date upon which a signed order approving the Settlement is filed.
4. Settlement Class Period – The Settlement Class Period starts on April 6, 2017. The end date for the Settlement Class Period shall be the date upon which a signed order approving the Settlement is filed.
5. Plaintiff – The Plaintiff is Ramiro Mata Moya.
6. Class and PAGA Counsel – The Law Office of Alfredo Nava Jr., APC.
7. Defendants – The Defendants are Chipmasters Manufacturing, Inc. and Richard Jacobsen.
8. Defense Counsel – Seyfarth Shaw LLP.
9. Enforceability – The parties intend this Joint Stipulation of Settlement (“Agreement”) to be admissible and binding under California Code of Civil Procedure Section 664.6. However, this Agreement shall be enforceable when signed by all parties and their counsel.

If a court finds any part of this Agreement unenforceable, that part shall be modified and the rest enforced. If a court finds any such part incapable of being modified, it shall be severed and the rest enforced. A decision not to enforce this Agreement does not waive any future violation.

10. Gross Settlement Amount – Defendants shall pay out the gross total sum of \$200,000.00 for: (1) Class Settlement Payments to the Settlement Class; (2) PAGA Payments to the Aggrieved Employees; (3) Plaintiff’s Individual Settlement Payment; (4) any employer’s share of payroll taxes on Class Settlement Payments to the Settlement Class and Plaintiff’s Individual Settlement Payment; (5) payment of Settlement Administration Expenses; (6) Attorneys’ Fees; (7) Attorneys’ Expenses; and (8) the PAGA Payment to

the Labor Workforce Development Agency. The Gross Settlement Amount shall be the total amount paid by Defendants and cannot be increased for any reason.

11. Individual Settlement Payment – Subject to Plaintiff’s execution of a general release (explained below), Defendants agree to pay \$30,000.00 to Plaintiff in exchange for a settlement of Plaintiff’s individual claims of any type against Defendants. The amount is in addition to Plaintiff’s share of the PAGA Payment and is inclusive of Plaintiff’s share of the Class Settlement Payment. The Individual Settlement Payment shall be paid from the Gross Settlement Amount. The Individual Settlement Payment will be reported as: (1) 25% wage income on a W-2 (minus all applicable deductions and withholdings); and (2) 75 % non-wage income reported on a Form 1099. Defendants’ share of any payroll taxes on the Individual Settlement Payment shall be paid from the Gross Settlement Amount.
12. PAGA Payment - The PAGA Payment shall be up to \$5,000.00. The PAGA Payment will be allocated as follows: 75% of the payment will be paid to the Labor and Workforce Development Agency (“LWDA”) and 25% will be paid to Aggrieved Employees.
 - (a) The amount that each Aggrieved Employee will be eligible to receive under the PAGA Payment will be determined on a pro-rata basis by the number of pay periods they worked divided by the total number of pay periods worked by the Aggrieved Employees during the PAGA Period. Chipmasters Manufacturing, Inc. shall use company records to calculate the number of pay periods. Aggrieved Employees will be issued Forms 1099 for their shares of the PAGA Payment.
13. Net Settlement Fund – The Net Settlement Fund shall be the Gross Settlement Amount minus Plaintiff’s Individual Settlement Payment, the PAGA Payment, Settlement Administration Expenses, Attorneys’ Fees, and Attorneys’ Expenses, and any employer’s share of payroll taxes on the Class Settlement Payment and the Individual Settlement Payment.
14. Class Settlement Payment – The Class Settlement Payment shall be Net Settlement Fund. The Class Settlement Payment will be allocated as follows:
 - (a) The amount that each individual in the Settlement Class will be eligible to receive under the Net Settlement Fund will be determined on a pro-rata basis by the number of pay periods they worked divided by the total number of pay periods worked by the Settlement Class during the Settlement Class Period. Chipmasters Manufacturing, Inc. shall use company records to calculate the number of pay periods. The Class Settlement Payment will be reported as 100% wage income on a W-2 (minus all applicable deductions and withholdings).
15. Class Notice and Opt-Out Procedure – The Settlement Administrator shall provide notice of the settlement to the Settlement Class pursuant to the preliminary approval order issued by the Court. There will be no claims process and the Settlement Administrator will pay Settlement Class members who do not opt out of the settlement. Settlement

Class members will have 30 calendar days in which to postmark an opt-out notice. PAGA Group members will not be able to opt out of settlement of the PAGA claims and release of PAGA claims.

Any Settlement Class member who elects to opt out of the Settlement Class in the manner and within the time limits specified above (1) will not have any rights under the Agreement; (2) will not be entitled to receive any compensation under the Agreement, other than his or her share of PAGA Penalties; (3) will not have standing to object to the Agreement; and (4) will not be bound by the Settlement Agreement, other than the release of claims for PAGA Penalties described below.

16. Objections – Any Settlement Class member who does not request exclusion from the Agreement may object to the Agreement by mailing, e-mailing, or faxing the Settlement Administrator, not later than the opt-out deadline described above, a written statement objecting to the Agreement. The written objection must contain: first and last name, the last four digits of the Settlement Class member's social security number, current address, telephone number, and approximate dates of employment with Defendants, and a clear statement of the basis for their objection. The Settlement Administrator shall immediately send all objections to counsel for Defendants and Class and PAGA Counsel.

Settlement Class members who fail to submit objections in the manner specified in this Agreement shall be deemed to have waived any objection. The parties and their counsel shall not seek to solicit or otherwise encourage any Settlement Class member to submit a request for exclusion or objection, nor encourage any Settlement Class member to appeal from the final judgment.

17. Settlement Administration Expenses – The parties agree to utilize ILYM Group, Inc. as the Settlement Administrator. Settlement Administration Expenses shall not exceed \$5,550.00, the amount estimated by the Settlement Administrator to administer the settlement.
18. Attorneys' Fees – Defendants agree not to oppose an Attorneys' Fees request up to one-third (1/3) of the Gross Settlement Amount. However, if this amount is reduced by the Court, any amount not awarded as Attorneys' Fees will revert to the Net Settlement Fund, and all other terms of this Agreement will remain in effect. Class and PAGA Counsel will be issued a Form 1099 for payment of any Attorneys' Fees issued by Defendants.
19. Attorneys' Expenses – Defendants agree not to oppose Attorneys' Expenses in an amount as documented in Class and PAGA Counsel's records to be paid from the Gross Settlement Amount, to the extent that the expenses are reasonable and only include items specifically allowable as costs under California Code of Civil Procedure section 1033.5. However, if this amount is reduced by the Court, any amount not awarded as Attorneys' Expenses will revert to the Net Settlement Fund, and all other terms of this Agreement will remain in effect. Class and PAGA Counsel will be issued a Form 1099 for payment of any Attorneys' Expenses issued by Defendants.
20. Releases – The "Released Claims" and "PAGA Released Claims" with respect to the

“Released Parties” (defined below) are all claims made or which could have been made on behalf of the Aggrieved Employees, the Settlement Class, and Plaintiff based on the facts pled in the Operative Complaint (defined below) and Plaintiff’s pre-litigation letter to the LWDA.

“Released Parties” shall mean Defendants Richard Jacobsen and Chipmasters Manufacturing, Inc., as well as Chipmasters Manufacturing, Inc.’s current or former subsidiaries, parents, affiliates, joint ventures, predecessors, insurers, agents, employees, successors, assigns, officers, officials, directors, attorneys, personal representatives, executors, and shareholders, including their respective pension, profit sharing, savings, health, and other employee benefits plans of any nature, the successors of such plans, and those plans’ respective current or former trustees and administrators, agents, employees, and fiduciaries.

As of the Effective Date (defined below), all Settlement Class members shall be deemed to have fully released the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney’s fees, damages, action or causes of action, whether known or unknown, that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint, including, but not limited to, any claims for the failure to pay minimum and overtime wages (Labor Code §§ 510, 1194, 1197, 1197.), the failure to provide meal and rest periods and to pay meal and rest period premiums (Labor Code § 226.7 and 512), failure to pay wages due at time of termination (Labor Code §§ 201, 202, and 203), failure to pay reimbursable expenses (Labor Code § 2802), and failure to provide accurate wage statements (Labor Code § 226), and claims under the applicable Wage Order, as well as claims under Business and Professions Code §§ 17200 et seq., based on alleged violations of these Labor Code provisions and arising during the Settlement Class Period. Settlement 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 Settlement Class Period (the “Released Claims”).

As of the Effective Date (defined below), all Aggrieved Employees (the PAGA Group), whether or not they exclude themselves from the Settlement Class, shall be deemed to have fully released the Released Parties for all claims for civil penalties under Labor Code § 2699 that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint and in Plaintiff’s March 16, 2021 PAGA Notice, including claims under Labor Code §§ 201, 202, 203, 204, 210, 216, 226, 226.3, 226.6, 256, 510, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 2802, 1197.1, 1198, 1199, and all applicable Wage Orders, including but not limited to Order Nos. 1, 2, 4, 7, 16, and 17 (the “PAGA Released Claims”).

In addition, Plaintiff shall, as consideration for the Individual Settlement Payment described above, release all claims, known or unknown, in favor of the Released Parties, and Plaintiff waives all rights and benefits afforded by section 1542 of the Civil Code, which provides:

“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.”

This general release and waiver of rights under section 1542 of the Civil Code shall apply only to the undersigned Plaintiff.

21. Operative Complaint – Pursuant to the Court’s guidance at the June 16, 2023, hearing, the parties will draft and file a Joint Stipulation for Leave to Amend the Complaint pleading all class action and Labor Code claims that can be pled based on the facts pled in the First Amended Complaint and Plaintiff’s pre-litigation letter to the LWDA, Los Angeles County Superior Court Case No. 21STCV13094. Class and PAGA Counsel shall draft the Second Amended Complaint which, upon Defense Counsel’s approval, the parties shall file together with the Joint Stipulation for Leave to Amend the Complaint.
22. Drafting Settlement Documents –The parties shall draft and file a motion for settlement approval within sixty (60) days after full execution of this Agreement. If the Court rejects the motion for preliminary approval, this Agreement shall be null and void and the parties may resume litigation as if this Agreement never existed. Plaintiff, however, can attempt one final time to get approval and Defendants will cooperate in said attempt.
23. Effective Date of Agreement – The Effective Date of this Agreement is the date on which the settlement is approved and the Court’s order approving the settlement (“Judgment”) becomes final. For purposes of this Agreement, the Court’s Judgment “becomes final” upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court’s Judgment (this time period shall not be less than 60 calendar days after the Court’s Judgment is entered); (ii) the date affirmance of an appeal of the Judgment becomes final under the California Code of Civil Procedure; or (iii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment. If a timely Objection to Settlement is filed (including an objection from the LWDA), “Effective Date” shall be the later of: (a) the date on which the time for all appeals relating to Objections to Settlement and the Final Approval Order has expired; or (b) if an appeal, review or writ is sought, the date on which the highest reviewing court renders its decision denying any petition (where the immediately lower court affirmed the judgment) or affirming the judgment. Provided, however, if the California Labor & Workforce Development Agency (“LWDA”) has commenced an investigation or issued a citation prior to the Effective Date, as determined under the forgoing definition, the Effective Date will be extended to the date that the LWDA concludes its investigation or resolves the Citation or issues its final order or citation or such a citation or order is reduced to a judgment (whichever is later) , or if the LWDA objects to the Settlement, the date when the LWDA’s objection to the Settlement is resolved and no longer appealable. This paragraph is subject, however, to the following paragraph’s provisions, meaning, that if either party elects not to proceed to continue with the settlement in light of someone’s objections, then this entire Agreement will be null and void, unenforceable, as if never entered into. Either party will have the right to continue to prosecute the matter

as if no agreement was entered into.

24. In the event that a third party or the LWDA or the Court objects to this Agreement, Plaintiff or Defendants shall each have the unilateral right to revoke this Agreement so long as the revoking party provides written notice to the other party within 30-days following receipt of any objection. In such an event, either party will have the option to deem this agreement null and void, as if never entered into, and the parties will then continue prosecuting the action as though this Agreement was never entered into. For example, if an objection is raised to the Agreement by a third party, including the Court, Plaintiff or Defendants will each have the right to revoke this Agreement in its entirety, set aside any judgment, and continue prosecuting this action as if no agreement was entered into.
25. Payment Procedure – Defendants shall fund the Gross Settlement Amount as follows: (a) a one-third ($\frac{1}{3}$) installment of the Gross Settlement Amount shall be funded 90 days after the Effective Date of this Agreement; (b) a second one-third ($\frac{1}{3}$) installment of the Gross Settlement Amount shall be funded 90 days after the first installment; and (c) a final one-third ($\frac{1}{3}$) installment of the Gross Settlement Amount shall be funded 90 days after the second installment. Within 30 days of the third and final installment of the Gross Settlement Amount, the Settlement Administrator will calculate and distribute the amounts to be paid to Settlement Class Members.
26. Continuing Jurisdiction – The Court shall retain continuing jurisdiction over this case to ensure the continuing implementation of the provisions of this Agreement.
27. Entire Agreement – This Agreement is the complete and integrated understanding between the parties. It replaces any other agreements, representations or promises, written or oral. This Agreement shall not be amended or modified, except through a writing duly signed by or on behalf of all parties.
28. Execution in Counterparts – This Agreement may be executed in one or more counterparts by facsimile, electronic signature, 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
29. Stay of Litigation – The Parties agree that upon the signing of this Agreement by the parties, this action shall remain stayed and all applicable deadlines shall be extended pending the outcome of the settlement process or until revocation by Plaintiff as provided for in this Agreement.
30. No Publicity Regarding The Settlement – Except as otherwise necessary to obtain Court approval of the settlement and releases encompassed by this Agreement, the PAGA Group, Settlement Class, Class and PAGA Counsel, and Plaintiff shall not publicize or communicate the fact or terms of the settlement on any social media, print media other than necessary to effectuate the terms of this settlement agreement, or marketing/advertising materials other than necessary to effectuate the terms of this

settlement agreement. The Court shall have the power to enjoin violations of this provision and the prevailing party shall be entitled to its attorneys' fees and costs.

31. Non-Admission – Defendants deny and continue to deny: (a) all of the allegations made by Plaintiff in the Operative Complaint; (b) that they violated any applicable laws; (c) that they are liable or owe damages, penalties, or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Operative Complaint; and (d) that class certification of the Operative Complaint or any alleged claim is proper, in the event that litigation in proceeds. Defendants emphasize that the Court has not made any findings of liability as to Defendants and the Court has not determined that class certification is warranted in this Action. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever and without admitting or conceding that class certification is appropriate for any purpose other than settlement purposes alone, Defendants have agreed to settle the Action on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing the Action. Any stipulations or statements by Defendants contained in this Agreement are made for settlement purposes only.
32. Governing Law – This Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California.
33. Advice of Counsel – The parties to this Agreement have had an opportunity to consult with legal counsel. This Agreement reflects their good faith compromise of the claims raised in this action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

IT IS SO AGREED.

10 / 08 / 2023

Dated: October __, 2023

Ramiro Mata-Moya

Plaintiff Ramiro Mata Moya

Dated: October __, 2023

Richard Jacobsen

Dated: October __, 2023

Chipmasters Manufacturing, Inc.

By: _____

Position: _____

APPROVED AS TO FORM:

settlement agreement. The Court shall have the power to enjoin violations of this provision and the prevailing party shall be entitled to its attorneys' fees and costs.

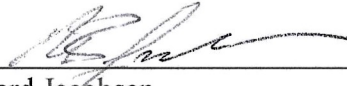
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IT IS SO AGREED.

Dated: October __, 2023

Plaintiff Ramiro Mata Moya

Dated: October 6, 2023



Richard Jacobsen

Dated: October 6, 2023



Chipmasters Manufacturing, Inc.

By: Richard Jacobsen

Position: CFO

APPROVED AS TO FORM:

Dated: October __, 2023



Alfredo Nava
Counsel for Plaintiff Ramiro Mata Moya

Dated: October 6, 2023



Aaron R. Lubeley
Counsel for Defendants Chipmasters
Manufacturing, Inc. and Richard Jacobsen

CERTIFICATE OF SERVICE
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

I am employed in the County of Los Angeles in the State of California. I am over the age of 18 and not a party to action; my business address is 3500 Beverly Blvd., Montebello, CA 90640.

On the date set forth below, I served the following documents:

**NOTICE OF MOTION AND MOTION IN SUPPORT OF UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF JOINT STIPULATION OF SETTLEMENT;
DECLARATION OF ALFREDO NAVA**

in this action by electronically serving them at the e-mail addresses below as follows:

Aaron Lubeley, Esq.
ALubeley@seyfarth.com
Miguel Ramirez, Esq.
mramirez@seyfarth.com

[X] By E-Service: I electronically served the above documents through Greenfiling, an approved electronic service provider, and to the email addresses listed above for the parties' counsel of record.

Executed on December 7, 2023 at LAKEWOOD, California.



Alfredo Nava



Make a Reservation

RAMIRO MATA MOYA vs CHIPMASTERS MANUFACTURING, INC., A CALIFORNIA CORPORATION

Case Number: 21STCV13094 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2021-04-06 Location: Stanley Mosk Courthouse - Department 39

Reservation

Case Name:

RAMIRO MATA MOYA vs CHIPMASTERS
MANUFACTURING, INC., A CALIFORNIA
CORPORATION

Case Number:

21STCV13094

Type:

Motion for Order (MOTION FOR PRELIMINARY
APPROVAL)

Status:

RESERVED

Filing Party:

Ramiro Mata Moya (Plaintiff)

Location:

Stanley Mosk Courthouse - Department 39

Date/Time:

04/10/2024 8:30 AM

Number of Motions:

1

Reservation ID:

986041520631

Confirmation Code:

CR-TVECQRYPPFPF2CQDV9

Fees

Description	Fee	Qty	Amount
Motion for Order (name extension)	60.00	1	60.00
Credit Card Percentage Fee (2.75%)	1.65	1	1.65
TOTAL			\$61.65

Payment

Amount:

\$61.65

Type:

Visa

Account Number:

XXXX6258

Authorization:

007178

Payment Date:

1969-12-31

 Print Receipt

 Reserve Another Hearing