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11 Attorneys for Plaintiff Sunny K. Tam, on behalf of himself
12 and other similarly-situated employees

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF LOS ANGELES**

15 SUNNY K. TAM, on behalf of himself and
16 other similarly-situated employees

Plaintiff,

17 v.

18 Q TECH CORPORATION, a California
19 Corporation; and DOES 1 Through 10,
20 inclusive,

21 Defendants.
22
23

Lead Case No. 21STCV18635

Related Case No. 21STCV19805

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Elihu M. Berle

Department SS6

CLASS ACTION AND REPRESENTATIVE ACTION

**SUPPLEMENTAL DECLARATION OF
MICHAEL D. SINGER IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Information

Date: November 16, 2022

Time: 9:00 a.m.

Dept: SS-6

Judge: Hon. Elihu M. Berle

Complaint filed: May 17, 2021

Trial date: Not Set

1 I, Michael D. Singer, declare as follows:

2 1. I am Managing Partner at the law firm of Cohelan Khoury & Singer, co-counsel of
3 record for Plaintiff and the Proposed Class. I submit this declaration in support of Plaintiff's Motion
4 for Order Granting Preliminary Approval of Class Action Settlement. The following facts are within
5 my personal knowledge and if called to testify I could and would competently testify to them.

6 2. This declaration is intended to supplement my declaration filed on August 31, 2022 in
7 support of the Motion for Order Granting Preliminary Approval of Class Action Settlement.

8 3. On October 6, 2022, the Court held a second hearing on Plaintiff's Motion for Order
9 Granting Preliminary Approval of Class Action Settlement. At the hearing, the Court expressed the
10 following concerns: (1) That there be no restrictions in Mr. Tam's settlement agreement preventing
11 him from discussing the settlement; (2) That Plaintiff amend the Notice of Class Action Settlement
12 to include reference to the Plaintiff's separate, individual wrongful termination and discrimination
13 settlement of \$25,000; and (3) that Mr. Tan's individual settlement may put him in breach of his
14 fiduciary duty as class representative to the class

15 4. The Court continued the hearing to November 16, 2022, and directed supplemental
16 briefing be filed no later than November 7, 2022.

17 5. The parties have revised the individual settlement agreement to delete any non-
18 disclosure provisions. A true and correct copy of the fully-executed Amended Individual Settlement
19 Agreement and Release of Claims is attached as **Exhibit 1**. A redline of the requested edits made to
20 the Amended Individual Settlement Agreement and Release of Claims is attached as **Exhibit 2**.

21 6. The proposed Notice of Class Action Settlement has been revised to include
22 information regarding Plaintiff's individual settlement.

23 7. In **Section I. BACKGROUND OF THE CASE**, the following is added in redline:
24 The parties also agreed to separately settle the individual claims of Plaintiff Sunny K. Tam for
25 allegations he was wrongfully terminated and discriminated against as set forth below.

26 8. **Section II. SUMMARY OF THE PROPOSED SETTLEMENT**, has been revised
27 to include the following language in redline: Q-Tech will pay Plaintiff Sunny Tam \$25,000 to settle
28 any claims for wrongful termination and discrimination in exchange for a full release of all claims,

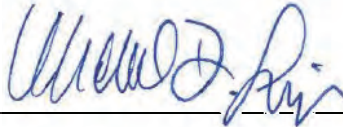
1 as well as a release of claims under California Civil Code section 1542, which provides: A general
2 release does not extend to claims that the creditor or releasing party does not know or suspect to exist
3 in his or her favor at the time of executing the release and that, if known by him or her, would have
4 materially affected his or her settlement with the debtor or released party.

5 9. Attached as **Exhibit 3** is a true and correct copy of the amended Notice of Class Action
6 Settlement. The redlined Notice of Class Action Settlement is attached as **Exhibit 4**.

7 10. Mr. Tam's individual settlement, separately negotiated, involving claims unique to
8 him, and not having been negotiated at the expense of the class, therefore did not breach his fiduciary
9 duty as class representative. The class will be apprised of the settlement, as it is described in full in
10 the Notice of Class Action Settlement, and thus the Court can revisit the matter should a class member
11 raise an objection on this issue.

12 11. On the same date this declaration is filed with the Court, it will be served upon
13 Defendant and provided to the Labor and Workforce Development Agency ("LWDA") via the
14 LWDA's website, using the appropriate intake form. Attached as **Exhibit 5** is a true and correct copy
15 of the LWDA confirmation of Receipt.

16 I declare under the penalty of perjury under the laws of the State of California the foregoing
17 is true and correct and this declaration is executed October 28, 2022, in San Diego, California.

18 
19 _____

20 Michael D. Singer
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EXHIBIT 1

**AMENDED INDIVIDUAL SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

This Amended Individual Settlement Agreement and Release of Claims ("Agreement") is entered into by and between Sunny Tam ("Plaintiff") and Q-Tech Corporation ("Defendant") and shall supersede the Individual Settlement Agreement and Release of Claims previously executed by Plaintiff and Defendant on or about June 20 and 21, 2022, and shall be subject to the terms and conditions hereof and conditioned upon the Court's Final Approval in the "Action."

A. Definitions

1. "Action" means and refers collectively to the cases entitled "*Sunny K. Tam v. Q Tech Corporation*," Los Angeles County Superior Court, Case No. 21STCV18635 (the "Class Action"); and "*Sunny K. Tam, on behalf of himself and other aggrieved employees v. Q Tech Corporation*," Los Angeles County Superior Court, Case No. 21STCV19805 (the "PAGA Action").
2. "Class Counsel" refers to Isam Khoury, Michael Singer, Kristina De La Rosa, and Rosemary Khoury of Cohelan Khoury & Singer, and Joseph Tojarieh of Stonebrook Law.
3. "Court" means the California Superior Court, County of Los Angeles.
4. "Defendant's Counsel" or "Defense Counsel" means and refers to David A. Wimmer and Janet Swerdlow, of Swerdlow Florence Sanchez Swerdlow & Wimmer, A Law Corporation.
5. "Final Approval" refers to the order of the Court granting final approval of the settlement agreement resolving the Action (the "Class Action/PAGA Settlement Agreement") and entering a judgment approving the Class Action/PAGA Settlement Agreement on substantially the terms set forth in the agreement attached hereto as Attachment I.

6. "Released Parties" means Defendant and each of its divisions, subsidiaries, partnerships, parents, affiliated companies, trusts, or other related entities, past and present, and each of them, as well as each of their directors, officers, shareholders, partners, members, representatives, executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors, business managers, agents, contractors, insurers, attorneys, and employees, past and present, and each of them and their marital community.

B. Procedure

7. On or about May 17, 2021, Plaintiff filed the Class Action, which includes the following causes of action: (1) failure to pay minimum and regular wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay in lieu thereof; (4) failure to provide rest periods or pay in lieu thereof; (5) failure to provide accurate, itemized wage statements; (6) failure to pay wages timely to separated employees; and (7) violations of unfair competition law.

8. On or about May 25, 2021, Plaintiff filed the PAGA Action, seeking civil penalties for alleged California Labor Code violations by Defendant, including allegations of: (1) failure to pay minimum and regular wages, (2) failure to pay overtime wages, (3) failure to provide meal periods or pay in lieu thereof, (4) failure to provide rest periods or pay in lieu thereof, (5) failure to provide accurate itemized wage statements, (6) failure to timely pay wages due during and upon separation from employment and (7) failure to maintain accurate records.

9. A genuine dispute exists between Plaintiff and Defendant regarding whether Plaintiff received all wages to which he was lawfully entitled arising from his employment with Defendant. Consequently, California Labor Code Section 206.5 is not applicable to the resolution of this matter by the parties hereto. Section 206.5 provides in pertinent part as follows: *An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment*

of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor.

C. General Terms

10. Plaintiff understands that, by entering into this Agreement, he is waiving any and all rights he may have arising under the Federal Age Discrimination in Employment Act, as amended, 29 U.S.C. Sections 621 et seq. Plaintiff was advised, and hereby is advised, to consult with legal counsel before entering into this Agreement. Plaintiff is represented by Class Counsel. Plaintiff has 21 days to consider this Agreement. In addition, Plaintiff has seven days after executing this Agreement to revoke it. To revoke this Agreement, Plaintiff must notify Defendant's Counsel in writing of his revocation decision. To be valid, written notice of revocation must be received in Defendant's Counsel's office located at 9401 Wilshire Blvd., Suite 828, Beverly Hills, CA 90212, by the end of the seven-day revocation period. A revocation of this Agreement by Plaintiff shall have no impact on the Class Action/PAGA Settlement.

11. Defendant denies Plaintiff's claims and allegations in the Action and denies that it violated any of Plaintiff's rights.

D. Settlement Payment

(a) Gross Settlement Amount: Defendant shall pay Plaintiff to sum of Twenty Five Thousand Dollars (\$25,000.00), less regular payroll withholdings and authorized deductions (the "Settlement Amount") seven business days after Defendant receives notice of the entry of Final Approval, provided that Plaintiff has signed this Agreement and returned it to Defendant's Counsel and did not timely revoke this Agreement.

E. Release by Plaintiff

12. Upon entry of Final Approval, Plaintiff, on behalf of himself and his spouse, domestic partners, children, estates, heirs, and representatives, will forever completely release and discharge the Released Parties with respect to and from any and all claims, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of action, charges, grievances, wages, employment benefits, obligations, debts, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, known or unknown, suspected or unsuspected, concealed or hidden, which Plaintiff now owns or holds or has at any time heretofore owned or held against any Released Parties arising out of or in any way connected with or related to or concerning: (1) any transactions, occurrences, acts or omissions contained in the Action; and/or (2) Plaintiff's employment with Defendant or the termination of Plaintiff's employment with Defendant; and/or (3) discrimination, harassment, retaliation, or any other violation of any federal, state, or local law (whether statutory or common law), regulation or ordinance (including, but not limited to, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., the Family and Medical Leave Act, the Fair Labor Standards Act, the National Labor Relations Act, the Worker Adjustment Retraining and Notification Act, the Employee Retirement Income Security Act, the California Fair Employment and Housing Act, the California Family Rights Act, the California Constitution, the California Government Code, and the California Labor Code); and/or (4) wrongful termination, breach of express and/or implied-in-fact contract, breach of the covenant of good faith and fair dealing, violation of public policy, intentional and/or negligent infliction of emotional distress, defamation, invasion of privacy, fraud and/or negligent misrepresentation, intentional and/or negligent interference with contractual relations and/or prospective economic advantage, and other common law torts; and/

or (5) any claim for severance pay, bonus, sick leave, holiday pay, vacation pay, life insurance, health and medical insurance or any other fringe benefit, or disability; and/or (6) any other transactions, occurrences, acts, or omissions or any loss, damage or injury whatsoever, known or unknown, suspected or unsuspected, concealed or hidden, resulting from any act or omission by or on the part of any of them committed or omitted prior to the date of this Agreement.

Notwithstanding anything herein to the contrary, this Agreement does not release any rights Plaintiff has arising out of the Class Action/PAGA Settlement Agreement, which rights are being separately released by Final Approval.

13. Plaintiff agrees that he will not object to, and will take no action to interfere with, the Court issuing Final Approval.

14. Plaintiff expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:

 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.

Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law as part of this Agreement.

F. Other Terms

15. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

16. Full and Complete Defense. This Agreement may be pleaded by any Released Party as a full and complete defense to and may be used by any Released Party to pursue an injunction, against any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted, asserting any claim released by this Agreement.

17. Confidentiality. Plaintiff will not make, or encourage anyone else to make, any defamatory or maliciously false statements or remarks about Defendant, any of its employees, and/or any of its services or business; this restriction includes, but is not limited to, Plaintiff not making any such statements or remarks on Yelp, Glassdoor, LinkedIn, Facebook, other social media, and any other online forums. **Notwithstanding anything herein to the contrary, nothing in this Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful.**

18. Plaintiff will not engage in or assist in any litigation against Defendant relating to anything occurring prior to the effective date of this Agreement, except as compelled by order of a court or as necessary to participate in an investigation or proceeding conducted by the United States Equal Employment Opportunity Commission ("EEOC"), the California Department of Fair Employment and Housing ("DFEH"), or other governmental agency. Plaintiff further acknowledges and understands that this Agreement does not prohibit Plaintiff from filing an administrative charge or claim with: (a) the EEOC or DFEH or any state or local agency authorized by the EEOC to accept such charge or claim, or (b) the United States National Labor Relations Board. This Agreement does, however, preclude Plaintiff from receiving any monetary, injunctive, or other personal relief related in whole or in part to claims released in this Agreement. Should any individual or entity who is not subject to this Agreement bring an

administrative charge, claim, or action against Defendant or any Releasee that results in assignable recovery or relief for Plaintiff; Plaintiff waives right to such recovery or relief and specifically assigns to Defendant and/or any Releasee, as the case may be, the right to any such recovery or relief arising from such proceeding.

19. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Agreement.

20. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Agreement is a settlement document, and pursuant to California Evidence Code Section 1152, it shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve the Class Action/PAGA Settlement Agreement and/or interpret or enforce this Agreement.

21. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement. Plaintiff and Defendant expressly waive the common-law and statutory rules of construction that ambiguities should be construed against the drafter of an agreement and further

agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

22. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

23. Modification. This Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

24. Dispute Resolution. Prior to instituting legal action to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and Plaintiff and Defendant agree to seek the help of Steven Rottman, Esq. to resolve any dispute they are unable to resolve informally. During this period, the Parties shall bear their own attorneys' fees and costs, and split any fees of Mr. Rottman equally. This provision shall not apply to any legal action or other proceeding instituted by any person or entity other than Plaintiff or Defendant.

25. Court Retains Jurisdiction. The Parties agree that upon the entry of judgment of dismissal pursuant to the terms of this Agreement, that, pursuant to California Code of Civil Procedure Section 664.6, the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties to interpret, enforce, and effectuate the terms, conditions, intents and obligations of this Agreement.

26. Enforceability. Pursuant to California Evidence Code Section 1123(a) and (b), this Agreement is intended by the Parties to be, and shall be, enforceable, binding and admissible

in a court of law.

27. Choice of Law. This Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California.

28. Integration. This Agreement, along with the Class Action/PAGA Settlement Agreement, contains the entire agreement between the Parties relating to the individual settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing. This Agreement is an integrated document.

29. Binding on Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

30. Invalidity of Any Provision. If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining terms or provisions of this Agreement shall continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law. The invalid or unenforceable term or provision shall be deemed amended and limited in accordance with the intent of the parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

31. Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully signed Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

Dated: 10/24/2022, 2022


Sunny K. Tam

Dated: October 25, 2022

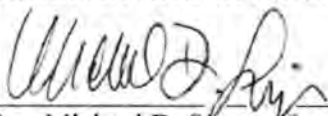
Q-TECH CORPORATION


By: Daniel Taylor
Title: Chief Financial Officer

Approved As To Form Only:

Dated: October 24, 2022

COHELAN KHOURY & SINGER


By: Michael D. Singer, Esq.
Attorneys for Plaintiff

Dated: 10/25, 2022

SWERDLOW FLORENCE SANCHEZ
SWERDLOW & WIMMER, A Law Corporation


By: David A. Wimmer, Esq.
Attorneys for Defendant

EXHIBIT 2

**AMENDED INDIVIDUAL SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

This Amended Individual Settlement Agreement and Release of Claims (“Agreement”) is entered into by and between Sunny Tam (“Plaintiff”) and Q-Tech Corporation (“Defendant”) and shall supersede the Individual Settlement Agreement and Release of Claims previously executed by Plaintiff and Defendant on or about June 20 and 21, 2022, and shall be subject to the terms and conditions hereof and conditioned upon the Court’s Final Approval in the “Action.”

A. Definitions

1. “Action” means and refers collectively to the cases entitled “*Sunny K. Tam v. Q Tech Corporation*,” Los Angeles County Superior Court, Case No. 21STCV18635 (the “Class Action”); and “*Sunny K. Tam, on behalf of himself and other aggrieved employees v. Q Tech Corporation*,” Los Angeles County Superior Court, Case No. 21STCV19805 (the “PAGA Action”).

2. “Class Counsel” refers to Isam Khoury, Michael Singer, Kristina De La Rosa, and Rosemary Khoury of Cohelan Khoury & Singer, and Joseph Tojarieh of Stonebrook Law.

3. “Court” means the California Superior Court, County of Los Angeles.

4. “Defendant’s Counsel” or “Defense Counsel” means and refers to David A. Wimmer and Janet Swerdlow, of Swerdlow Florence Sanchez Swerdlow & Wimmer, A Law Corporation.

5. “Final Approval” refers to the order of the Court granting final approval of the settlement agreement resolving the Action (the “Class Action/PAGA Settlement Agreement”) and entering a judgment approving the Class Action/PAGA Settlement Agreement on substantially the terms set forth in the agreement attached hereto as Attachment 1.

6. “Released Parties” means Defendant and each of its divisions, subsidiaries, partnerships, parents, affiliated companies, trusts, or other related entities, past and present, and each of them, as well as each of their directors, officers, shareholders, partners, members, representatives, executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors, business managers, agents, contractors, insurers, attorneys, and employees, past and present, and each of them and their marital community.

B. Procedure

7. On or about May 17, 2021, Plaintiff filed the Class Action, which includes the following causes of action: (1) failure to pay minimum and regular wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay in lieu thereof; (4) failure to provide rest periods or pay in lieu thereof; (5) failure to provide accurate, itemized wage statements; (6) failure to pay wages timely to separated employees; and (7) violations of unfair competition law.

8. On or about May 25, 2021, Plaintiff filed the PAGA Action, seeking civil penalties for alleged California Labor Code violations by Defendant, including allegations of: (1) failure to pay minimum and regular wages, (2) failure to pay overtime wages, (3) failure to provide meal periods or pay in lieu thereof, (4) failure to provide rest periods or pay in lieu thereof, (5) failure to provide accurate itemized wage statements, (6) failure to timely pay wages due during and upon separation from employment and (7) failure to maintain accurate records.

9. A genuine dispute exists between Plaintiff and Defendant regarding whether Plaintiff received all wages to which he was lawfully entitled arising from his employment with Defendant. Consequently, California Labor Code Section 206.5 is not applicable to the resolution of this matter by the parties hereto. Section 206.5 provides in pertinent part as follows: *An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment*

of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor.

C. General Terms

10. Plaintiff understands that, by entering into this Agreement, he is waiving any and all rights he may have arising under the Federal Age Discrimination in Employment Act, as amended, 29 U.S.C. Sections 621 et seq. Plaintiff was advised, and hereby is advised, to consult with legal counsel before entering into this Agreement. Plaintiff is represented by Class Counsel. Plaintiff has 21 days to consider this Agreement. In addition, Plaintiff has seven days after executing this Agreement to revoke it. To revoke this Agreement, Plaintiff must notify Defendant's Counsel in writing of his revocation decision. To be valid, written notice of revocation must be received in Defendant's Counsel's office located at 9401 Wilshire Blvd., Suite 828, Beverly Hills, CA 90212, by the end of the seven-day revocation period. A revocation of this Agreement by Plaintiff shall have no impact on the Class Action/PAGA Settlement.

11. Defendant denies Plaintiff's claims and allegations in the Action and denies that it violated any of Plaintiff's rights.

D. Settlement Payment

(a) Gross Settlement Amount: Defendant shall pay Plaintiff to sum of Twenty Five Thousand Dollars (\$25,000.00), less regular payroll withholdings and authorized deductions (the "Settlement Amount") seven business days after Defendant receives notice of the entry of Final Approval, provided that Plaintiff has signed this Agreement and returned it to Defendant's Counsel and did not timely revoke this Agreement.

E. Release by Plaintiff

12. Upon entry of Final Approval, Plaintiff, on behalf of himself and his spouse, domestic partners, children, estates, heirs, and representatives, will forever completely release and discharge the Released Parties with respect to and from any and all claims, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of action, charges, grievances, wages, employment benefits, obligations, debts, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, known or unknown, suspected or unsuspected, concealed or hidden, which Plaintiff now owns or holds or has at any time heretofore owned or held against any Released Parties arising out of or in any way connected with or related to or concerning: (1) any transactions, occurrences, acts or omissions contained in the Action; and/or (2) Plaintiff's employment with Defendant or the termination of Plaintiff's employment with Defendant; and/or (3) discrimination, harassment, retaliation, or any other violation of any federal, state, or local law (whether statutory or common law), regulation or ordinance (including, but not limited to, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., the Family and Medical Leave Act, the Fair Labor Standards Act, the National Labor Relations Act, the Worker Adjustment Retraining and Notification Act, the Employee Retirement Income Security Act, the California Fair Employment and Housing Act, the California Family Rights Act, the California Constitution, the California Government Code, and the California Labor Code); and/or (4) wrongful termination, breach of express and/or implied-in-fact contract, breach of the covenant of good faith and fair dealing, violation of public policy, intentional and/or negligent infliction of emotional distress, defamation, invasion of privacy, fraud and/or negligent misrepresentation, intentional and/or negligent interference with contractual relations and/or prospective economic advantage, and other common law torts; and/

or (5) any claim for severance pay, bonus, sick leave, holiday pay, vacation pay, life insurance, health and medical insurance or any other fringe benefit, or disability; and/or (6) any other transactions, occurrences, acts, or omissions or any loss, damage or injury whatsoever, known or unknown, suspected or unsuspected, concealed or hidden, resulting from any act or omission by or on the part of any of them committed or omitted prior to the date of this Agreement.

Notwithstanding anything herein to the contrary, this Agreement does not release any rights Plaintiff has arising out of the Class Action/PAGA Settlement Agreement, which rights are being separately released by Final Approval.

13. Plaintiff agrees that he will not object to, and will take no action to interfere with, the Court issuing Final Approval.

14. Plaintiff expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:

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.

Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law as part of this Agreement.

F. Other Terms

15. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

16. Full and Complete Defense. This Agreement may be pleaded by any Released Party as a full and complete defense to and may be used by any Released Party to pursue an injunction, against any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted, asserting any claim released by this Agreement.

17. Confidentiality. ~~Plaintiff agrees that the settlement amount in this Agreement, and anything that suggests the number or range thereof, shall remain confidential as between the Parties and their counsel, and neither Plaintiff nor Class Counsel shall disclose them to any other person, including any current or former employee of Defendant, other than by Plaintiff to Plaintiff's legal and financial advisors or to the Court if directly asked by the Court. Plaintiff agrees that any proven disclosure by Plaintiff in violation of the foregoing shall constitute and be treated as a material breach of this Agreement.~~ Plaintiff will not make, or encourage anyone else to make, any defamatory or maliciously false statements or remarks about Defendant, any of its employees, and/or any of its services or business; this restriction includes, but is not limited to, Plaintiff not making any such statements or remarks on Yelp, Glassdoor, LinkedIn, Facebook, other social media, and any other online forums. **Notwithstanding anything herein to the contrary, nothing in this Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful.**

18. Plaintiff will not engage in or assist in any litigation against Defendant relating to anything occurring prior to the effective date of this Agreement, except as compelled by order of a court or as necessary to participate in an investigation or proceeding conducted by the United States Equal Employment Opportunity Commission ("EEOC"), the California Department of

Fair Employment and Housing (“DFEH”), or other governmental agency. Plaintiff further acknowledges and understands that this Agreement does not prohibit Plaintiff from filing an administrative charge or claim with: (a) the EEOC or DFEH or any state or local agency authorized by the EEOC to accept such charge or claim, or (b) the United States National Labor Relations Board. This Agreement does, however, preclude Plaintiff from receiving any monetary, injunctive, or other personal relief related in whole or in part to claims released in this Agreement. Should any individual or entity who is not subject to this Agreement bring an administrative charge, claim, or action against Defendant or any Releasee that results in assignable recovery or relief for Plaintiff; Plaintiff waives right to such recovery or relief and specifically assigns to Defendant and/or any Releasee, as the case may be, the right to any such recovery or relief arising from such proceeding.

19. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Agreement.

20. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Agreement is a settlement document, and pursuant to California Evidence Code Section 1152, it shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve the Class Action/PAGA Settlement Agreement and/or

interpret or enforce this Agreement.

21. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement. Plaintiff and Defendant expressly waive the common-law and statutory rules of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

22. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

23. Modification. This Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

24. Dispute Resolution. Prior to instituting legal action to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and Plaintiff and Defendant agree to seek the help of Steven Rottman, Esq. to resolve any dispute they are unable to resolve informally. During this period, the Parties shall bear their own attorneys' fees and costs, and split any fees of Mr. Rottman equally. This provision shall not apply to any legal action or other proceeding instituted by any person or entity other than Plaintiff or Defendant.

25. Court Retains Jurisdiction. The Parties agree that upon the entry of judgment of dismissal pursuant to the terms of this Agreement, that, pursuant to California Code of Civil Procedure Section 664.6, the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties to interpret, enforce, and effectuate the terms, conditions, intents and obligations of this Agreement.

26. Enforceability. Pursuant to California Evidence Code Section 1123(a) and (b), this Agreement is intended by the Parties to be, and shall be, enforceable, binding and admissible in a court of law.

27. Choice of Law. This Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California.

28. Integration. This Agreement, along with the Class Action/PAGA Settlement Agreement, contains the entire agreement between the Parties relating to the individual settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing. This Agreement is an integrated document.

29. Binding on Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

30. Invalidity of Any Provision. If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining terms or provisions of this Agreement shall continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law. The invalid or unenforceable term or provision shall be deemed amended and limited in

accordance with the intent of the parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

31. Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully signed Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

Dated: _____, 2022

Sunny K. Tam

Dated: _____, 2022

Q-TECH CORPORATION

By: Daniel Taylor
Title: Chief Financial Officer

Approved As To Form Only:

Dated: ~~March~~_____, 2022

COHELAN KHOURY & SINGER

By: ~~Kristina De La Rosa~~Michael D. Singer, Esq.
Attorneys for Plaintiff

Dated: ~~March~~_____, 2022

SWERDLOW FLORENCE SANCHEZ
SWERDLOW & WIMMER, A Law Corporation

By: ~~Janet I. Swerdlow~~David A. Wimmer, Esq.

Attorneys for Defendant

EXHIBIT 3

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

SUNNY K. TAM, on behalf of himself and
other similarly-situated employees

Plaintiff,

v.

Q TECH CORPORATION, a California
Corporation; and DOES 1 Through 10,
inclusive,

Defendants.

Lead Case No. 21STCV18635
Related Case No. 21STCV19805
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Elihu M. Berle
Department SS6

**NOTICE OF CLASS ACTION
SETTLEMENT**

TO: All current and former non-exempt, hourly-paid employees of Q Tech Corporation who worked in California at any time from May 17, 2017 to March 13, 2022.

Please read this notice carefully.

This notice permits you to file a notice of objection on or before Insert if you wish to object to the proposed settlement, or to submit a request for exclusion on or before Insert if you wish to be excluded from the proposed settlement. YOU ARE NOT BEING SUED.

Pursuant to the order of the Los Angeles County Superior Court, entered <<preliminary approval>> YOU ARE HEREBY NOTIFIED AS FOLLOWS: A proposed settlement has been reached between the parties in the lawsuit identified in the caption above, pending in Los Angeles County Superior Court, on behalf of the Settlement Class described above, which has been provisionally certified for purposes of this settlement.

You have received this notice because records indicate you qualify as a member of the Class. This notice is designed to advise you of how you can participate in the settlement, how you can object to the settlement, and how you can exclude yourself from the settlement.

I. BACKGROUND OF THE CASE

On May 17, 2021, Sunny Tam (“Plaintiff”) initiated an action in the Los Angeles County Superior Court entitled Sunny Tam v. Q Tech Corporation, case number 21STCV18635 (the “Litigation”). In the Litigation, Plaintiff asserts individual, class, and representative claims seeking damages and penalties, including civil penalties under the Private Attorneys General Act (“PAGA”), based on allegations of failure to pay minimum wages and/or overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide accurate itemized wage statements, failure to record hours worked, failure to timely pay all wages due upon termination, failure to record hours worked, and unfair competition.

Q Tech Corporation (“Q Tech” or “Defendant”) contends that Plaintiff’s claims are without merit, and disputes all claims for damages, penalties, and other relief. No court has ruled on the merits of the claims.

Plaintiff and his attorneys have vigorously prosecuted this case, and Q Tech has vigorously defended it. Although discovery has not been completed, the parties have investigated the facts to assess the relative merits of the claims and Q Tech’ defenses to those claims. Plaintiff’s attorneys (“Class Counsel”) have reviewed extensive documents and information produced by Q Tech.

Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including liability, and the amount of damages or penalties, if any, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe that the proposed settlement is fair, reasonable, and adequate.

On December 13, 2021, the parties attended a full day of mediation. After extensive negotiations and much effort, the Parties agreed to the settlement described in this Notice. The parties also agreed to separately settle the individual claims of Plaintiff Sunny K. Tam for allegations he was wrongfully terminated and discriminated against as set forth below. The Class Action and PAGA Settlement Agreement (“Agreement”) has been granted preliminary approval by the Court. The Agreement provisionally certifies the Class for purposes of this settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

Plaintiff and Class Counsel support this settlement. Among the reasons given for support include the risk that class certification could be denied, the inherent risk of trial on the merits, and the delays associated with litigation.

The settlement provides for the following:

A. **Gross Settlement Fund:** Q Tech will pay \$650,000 to settle the Litigation. The \$650,000 Gross Settlement Fund shall consist of the following elements: (a) Class Counsel’s Attorneys’ Fees; (b) Litigation Costs and Expenses; (c) Class Representative Service Payment; (d) Settlement Administration Expenses; (e) PAGA Payment; and (f) Net Settlement Fund. Each of these components is described below.

B. **Class Counsel’s Attorneys’ Fees:** Class Counsel anticipates requesting an attorney fee award of up to one-third of the Gross Settlement Fund (\$216,666.67), subject to court approval, which shall be paid from the Gross Settlement Fund.

C. **Litigation Costs and Expenses:** Class Counsel anticipates requesting an award of no more than \$20,000, subject to court approval, as reimbursement for litigation costs and expenses, which shall be paid from the Gross Settlement Fund.

D. **Class Representative Service Payment:** Plaintiff anticipates requesting an award of no more than \$5,000, subject to court approval, for his role as Class Representative, which shall be paid from the Gross Settlement Fund.

E. **Private Attorneys General Act (PAGA) Payment:** The parties have designated \$75,000 of the Gross Settlement Fund as representing the recovery of civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004. Of this amount, 75% (\$56,250) will be paid to the California Labor and Workforce Development Agency (LWDA), and the remaining 25% (\$18,750) shall be allocated among the PAGA Members.

F. **Settlement Administration Expenses:** The parties have selected, and the Court has approved, ILYM, Inc. to administer the settlement. Upon final approval, Class Counsel will request that the Court approve a payment to ILYM, Inc. to cover its fees and costs associated with giving notice to the Class, administering and disbursing the Gross Settlement Fund, and other activities required to administer the settlement. The parties estimate that the payment to ILYM, Inc., subject to court approval, will be no more than \$10,000 which shall be paid from the Gross Settlement Fund.

G. **Net Settlement Fund:** The Net Settlement Fund consists of all funds remaining from the Gross Settlement Fund after subtraction of Class Counsel’s Attorneys’ Fees, Litigation Costs and Expenses, Class

Representative Service Payment, PAGA Payment, and Settlement Administration Expenses. The Net Settlement Fund, estimated to be \$323,333.33, will be distributed to the Settlement Class as described below.

H. Class Defined: “Class”– mean all current and former non-exempt, hourly-paid employees of Q Tech Corporation who worked in California at any time during the Class Period.

I. Settlement Class Defined: “Settlement Class” – means all those persons who are members of the Class and who have not excluded themselves (“opted out”) from the settlement.

J. Class Period and/or Settlement Period Defined: “Class Period” and/or “Settlement Period” – means the period from May 17, 2017 to March 13, 2022.

K. Allocation of Net Settlement Fund Among Settlement Class Members: The Net Settlement Fund will be allocated among Settlement Class Members on a proportional basis based on the number of workweeks each Settlement Class Member was employed by Q Tech in California as a non-exempt, hourly-paid employee during the Class Period. One day worked in a given week will be credited as a workweek for purposes of these calculations.

L. PAGA Members Defined: “PAGA Members” – means all current and former employees of Q Tech Corporation who worked in California at any during the PAGA Period as a non-exempt, hourly paid employee.

M. PAGA Period Defined: “PAGA Period” – means the period from March 4, 2020 to March 13, 2022.

N. Allocation of PAGA Payment: After 75% (\$56,250) of the PAGA Payment is paid to the LWDA, the remaining 25% (\$18,750) shall be allocated among the PAGA Members on a proportional basis based on the number of workweeks each PAGA Member worked during the PAGA Period. One day worked in a given week will be credited as a workweek for purposes of these calculations.

O. Tax Treatment of Payments to Settlement Class Members and PAGA Members: The Settlement Payments are payments for all claims in the Litigation or that reasonably could have been asserted based on the causes of action, claims and allegations in the Litigation. Of the payments to individual Settlement Class Members, one-fifth shall be designated as wages subject to payroll withholding to be reported on IRS Form W2s where required by law, and four-fifths shall be designated as interest and penalties to be reported on IRS Form 1099s where required by law. Outside of the Gross Settlement Fund, Q Tech shall be responsible for paying the employer’s share of payroll taxes on any amounts allocated as wages. Each Settlement Class Member shall be responsible for remitting to state and/or federal taxing authorities any applicable taxes which may be owed on the portion of his or his Settlement Payment or Class Representative Service Payment. Payments to PAGA Members shall be designated as penalties to be reported on IRS Form 1099s where required by law. The Settlement Administrator shall report all required information to the appropriate taxing authorities regarding all payments made pursuant to this Agreement.

P. Q-Tech will pay Plaintiff Sunny Tam \$25,000 to settle any claims for wrongful termination and discrimination in exchange for a full release of all claims, as well as a release of claims under California Civil Code section 1542, 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.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?

Your interests as a Class member are represented by Plaintiff and Class Counsel. Unless you exclude yourself from the Class, you are a part of the Settlement Class, you will be bound by the terms of the settlement agreement and any final judgment that may be entered by the Court, and you will be deemed to have released certain claims as described below. As a member of the Settlement Class you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and costs.

A. Your Estimated Share of the Settlement

Q Tech's records indicated that you worked <<SettlementPeriodWeeks>> weeks as a non-exempt hourly employee during the Claim Period and that <<PAGAPeriodWeeks>> of those workweeks were during the PAGA Period. Based on these records, if the Court grants final approval to the settlement your estimated payment is \$<<EstimatedShare>>.

B. Participating in the Settlement

If you qualify for inclusion in the Class and you wish to participate in the settlement, **you are NOT required to take any action.** If the Court grants final approval of the settlement and you qualify as a Class Member, you will receive a Settlement Payment based on the calculations described above. You will also be bound by the terms of the settlement and will release Q Tech and all related or affiliated entities from any and all claims that you may have based on the allegations in the lawsuit.

C. Objecting to the Settlement

If you do not agree with the terms of the proposed settlement, you can object to the proposed settlement before final approval. However, if the Court rejects your objection and grants final approval to the settlement, you will be bound by the terms of the settlement. To object, you may simply appear at the Final Approval Hearing or submit a written objection to the Class Settlement Administrator no later than **INSERT** at the following address:

Sunny Tam v. Q Tech Corporation

INSERT NAME

INSERT STREET ADDRESS

INSERT CITY, STATE ZIP

Toll Free: <<Telephone>>

Any written objection must state each specific reason in support of your objection and any legal support for the objection. Your objection must also state your full name, address, telephone number, and the dates of your employment as a qualified member of the Class defined above. To be valid and effective, any written objection to final approval of the settlement must be postmarked and mailed to the Class Settlement Administrator no later than **INSERT**. **PLEASE DO NOT TELEPHONE THE COURT.**

The procedures stated above for objecting to the Class Settlement do not apply to the PAGA settlement. Settlement Class Members and PAGA Members may not object to the PAGA settlement.

D. Excluding Yourself from the Settlement

If you qualify for inclusion in the Class but you do not wish to participate in the settlement, you may exclude yourself (i.e., "opt-out") by submitting a letter requesting exclusion to the Class Settlement Administrator. Your letter must be signed by you personally, and must clearly state: (1) your name, address, telephone number, the last four digits of your social security number, and the dates of your employment; and (2) your wish to be excluded from the Class. **Your letter requesting exclusion must be postmarked and mailed on or before **INSERT**, and mailed to the Class Settlement Administrator at the following address:**

Sunny Tam v. Q Tech Corporation

INSERT NAME

INSERT STREET

ADDRESS

INSERT CITY, STATE

ZIP

Toll Free: <<Telephone>>

Any person who timely submits a letter following the procedures above to request exclusion from the Class shall, upon receipt, no longer be a member of the Class, shall be barred from participating in settlement as a member of the Settlement Class, may not object to the settlement, and shall receive no payment or benefits as a member of the Settlement Class. Any such person will not release any claims he or she may have against Q Tech.

If you exclude yourself from the Settlement, you will NOT receive any money from the Settlement unless you qualify as a PAGA Member, in which case you will receive a share of the PAGA Payment as set forth above. The procedures stated above for excluding yourself from the Settlement Class do not apply to the PAGA settlement. Settlement Class Members and PAGA Members may not exclude themselves from the PAGA settlement.

E. Challenging the Record of Your Weeks Worked

Section III.A. above states your estimated share of the Net Settlement Fund and PAGA Payment and the number of workweeks on which that estimate is based. If you believe that information is not accurate, you may state what you believe the correct number of workweeks to be and provide supporting documentation. The Settlement Administrator will then decide whether your estimated share should be revised. **Your written dispute must be postmarked and mailed on or before INSERT, and mailed to the Class Settlement Administrator at the following address:**

Sunny Tam v. Q Tech Corporation

INSERT NAME

INSERT STREET ADDRESS

INSERT CITY, STATE ZIP

Toll Free: <<Telephone>>

You may also provide corrected name, address, and/or telephone information on the Settlement Allocation Form.

IV. EFFECT OF THE SETTLEMENT**A. Released Rights and Claims**

Upon the Court's final approval of the class settlement and entry of final judgment, funding of the Gross Settlement amount and issuance of the Settlement Payments to each member of the Settlement Class, each Settlement Class member shall be deemed to have released Q Tech and each of its divisions, subsidiaries, partnerships, parents, affiliated companies, trusts, or other related entities, past and present, and each of them, as well as each of their directors, officers, shareholders, partners, members, representatives, executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors, business managers, agents, contractors, insurers, attorneys, and employees, past and present, and each of them and their marital community (collectively the "Releasees"), from any and all "Released Class Claims" that arose during the period of May 17, 2017 to March 13, 2022. For the purposes of this Agreement, the Released Class Claims are defined as:

all claims, demands, rights, liabilities, and causes of action that were or could have been pled under local, state or federal law based on the facts alleged in the Amended Complaint against Defendant arising during the Class Period, including but not limited to claims for (1) failure to pay minimum and regular wages, (2) failure to pay overtime wages, (3) failure to provide meal periods or pay in lieu thereof, (4) failure to provide rest periods or pay in lieu thereof, (5) failure to provide accurate itemized wage statements, (6) failure to pay wages timely to separated employees, and (7) violations of the Unfair Competition law.

Upon the Court's final approval of the class settlement and entry of final judgment, funding of the Gross Settlement amount, and issuance of the PAGA Payments to each of the PAGA Members, each PAGA Member shall be deemed to have released the Releasees from the "Released PAGA Claims," which is defined as:

any and all claims for civil penalties for violations of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, and 1198 under PAGA that Plaintiff alleged against the Released Parties on behalf of Aggrieved Employees and the State of California, based on the facts stated in Plaintiff's Amended Complaint and in Plaintiff's March 4, 2021 notice letter to the LWDA (including any amendments thereto), including all PAGA claims seeking civil penalties for (1) failure to pay minimum and regular wages, (2) failure to pay overtime wages, (3) failure to provide meal periods or pay in lieu thereof, (4) failure to provide rest periods or pay in lieu thereof, (5) failure to provide accurate itemized wage statements, (6) failure to timely pay wages due during and upon separation from employment and (7) failure to maintain accurate records and which arose during the PAGA Period.

B. Payment to Settlement Class Members and PAGA Members

The Gross Settlement Fund will be distributed after the Court grants final settlement approval and enters judgment, and all appeals challenging the judgment have been resolved. There is no way to accurately predict how long this will take. To check on the progress of the settlement, you may call the settlement administrator at the toll-free number at the bottom of this page. *Please be patient.*

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department SS6 of the Los Angeles County Superior Court, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012- Dept. SS6 on INSERT, 2022, at :x0 .m, to determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for Class Counsel's Attorneys' Fees, Litigation Costs and Expenses, and the Class Representative Service Payment to be paid to the Plaintiff as Class Representative. Class Counsel's application for attorneys' fees and reimbursement of expenses will be on file with the Court no later than ten (10) days before this hearing, and will be available for review after that date.

The hearing may be continued without further notice to the settlement class. It is not necessary for you to appear at this hearing. (However, you are permitted to appear.)

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the settlement. Should you desire additional information, you may contact Class Counsel as follows:

Michael D. Singer
COHELAN KHOURY & SINGER
605 C Street, Ste. 200
Los Angeles, CA 92101
Tel: (619) 595-3001

If you wish to review the precise terms and conditions of the settlement, you are referred to the detailed Class Action and PAGA Settlement Agreement, which is on file with the Clerk of the Superior Court. The pleadings and other records in this litigation, including the Class Action Settlement Agreement, may be examined at any time during regular business hours at the Office of the Clerk of the Los Angeles County Superior Court, Hall of Justice Courthouse, Superior Court, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California's Unclaimed Property Fund for the benefit of those Settlement Class Members and PAGA Members who did not cash their checks. If you lose or misplace a check, you should contact the Settlement Administrator immediately to request a replacement.

DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

BY ORDER OF THE SUPERIOR COURT

EXHIBIT 4

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

SUNNY K. TAM, on behalf of himself and
other similarly-situated employees

Plaintiff,

v.

Q TECH CORPORATION, a California
Corporation; and DOES 1 Through 10,
inclusive,

Defendants.

Lead Case No. 21STCV18635
Related Case No. 21STCV19805
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Elihu M. Berle
Department SS6

**NOTICE OF CLASS ACTION
SETTLEMENT**

TO: All current and former non-exempt, hourly-paid employees of Q Tech Corporation who worked in California at any time from May 17, 2017 to March 13, 2022.

Please read this notice carefully.

This notice permits you to file a notice of objection on or before Insert if you wish to object to the proposed settlement, or to submit a request for exclusion on or before Insert if you wish to be excluded from the proposed settlement. YOU ARE NOT BEING SUED.

Pursuant to the order of the Los Angeles County Superior Court, entered <<preliminary approval>> YOU ARE HEREBY NOTIFIED AS FOLLOWS: A proposed settlement has been reached between the parties in the lawsuit identified in the caption above, pending in Los Angeles County Superior Court, on behalf of the Settlement Class described above, which has been provisionally certified for purposes of this settlement.

You have received this notice because records indicate you qualify as a member of the Class. This notice is designed to advise you of how you can participate in the settlement, how you can object to the settlement, and how you can exclude yourself from the settlement.

I. BACKGROUND OF THE CASE

On May 17, 2021, Sunny Tam (“Plaintiff”) initiated an action in the Los Angeles County Superior Court entitled Sunny Tam v. Q Tech Corporation, case number 21STCV18635 (the “Litigation”). In the Litigation, Plaintiff asserts individual, class, and representative claims seeking damages and penalties, including civil penalties under the Private Attorneys General Act (“PAGA”), based on allegations of failure to pay minimum wages and/or overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide accurate itemized wage statements, failure to record hours worked, failure to timely pay all wages due upon termination, failure to record hours worked, and unfair competition.

Q Tech Corporation (“Q Tech” or “Defendant”) contends that Plaintiff’s claims are without merit, and disputes all claims for damages, penalties, and other relief. No court has ruled on the merits of the claims.

Plaintiff and his attorneys have vigorously prosecuted this case, and Q Tech has vigorously defended it. Although discovery has not been completed, the parties have investigated the facts to assess the relative merits of the claims and Q Tech’ defenses to those claims. Plaintiff’s attorneys (“Class Counsel”) have reviewed extensive documents and information produced by Q Tech.

Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including liability, and the amount of damages or penalties, if any, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe that the proposed settlement is fair, reasonable, and adequate.

On December 13, 2021, the parties attended a full day of mediation. After extensive negotiations and much effort, the Parties agreed to the settlement described in this Notice. **The parties also agreed to separately settle the individual claims of Plaintiff Sunny K. Tam for allegations he was wrongfully terminated and discriminated against as set forth below.** The Class Action and PAGA Settlement Agreement (“Agreement”) has been granted preliminary approval by the Court. The Agreement provisionally certifies the Class for purposes of this settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

Plaintiff and Class Counsel support this settlement. Among the reasons given for support include the risk that class certification could be denied, the inherent risk of trial on the merits, and the delays associated with litigation.

The settlement provides for the following:

A. **Gross Settlement Fund:** Q Tech will pay \$650,000 to settle the Litigation. The \$650,000 Gross Settlement Fund shall consist of the following elements: (a) Class Counsel’s Attorneys’ Fees; (b) Litigation Costs and Expenses; (c) Class Representative Service Payment; (d) Settlement Administration Expenses; (e) PAGA Payment; and (f) Net Settlement Fund. Each of these components is described below.

B. **Class Counsel’s Attorneys’ Fees:** Class Counsel anticipates requesting an attorney fee award of up to one-third of the Gross Settlement Fund (\$216,666.67), subject to court approval, which shall be paid from the Gross Settlement Fund.

C. **Litigation Costs and Expenses:** Class Counsel anticipates requesting an award of no more than \$20,000, subject to court approval, as reimbursement for litigation costs and expenses, which shall be paid from the Gross Settlement Fund.

D. **Class Representative Service Payment:** Plaintiff anticipates requesting an award of no more than \$5,000, subject to court approval, for his role as Class Representative, which shall be paid from the Gross Settlement Fund.

E. **Private Attorneys General Act (PAGA) Payment:** The parties have designated \$75,000 of the Gross Settlement Fund as representing the recovery of civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004. Of this amount, 75% (\$56,250) will be paid to the California Labor and Workforce Development Agency (LWDA), and the remaining 25% (\$18,750) shall be allocated among the PAGA Members.

F. **Settlement Administration Expenses:** The parties have selected, and the Court has approved, ILYM, Inc. to administer the settlement. Upon final approval, Class Counsel will request that the Court approve a payment to ILYM, Inc. to cover its fees and costs associated with giving notice to the Class, administering and disbursing the Gross Settlement Fund, and other activities required to administer the settlement. The parties estimate that the payment to ILYM, Inc., subject to court approval, will be no more than \$10,000 which shall be paid from the Gross Settlement Fund.

G. **Net Settlement Fund:** The Net Settlement Fund consists of all funds remaining from the Gross Settlement Fund after subtraction of Class Counsel’s Attorneys’ Fees, Litigation Costs and Expenses, Class

Representative Service Payment, PAGA Payment, and Settlement Administration Expenses. The Net Settlement Fund, estimated to be \$323,333.33, will be distributed to the Settlement Class as described below.

H. Class Defined: “Class”– mean all current and former non-exempt, hourly-paid employees of Q Tech Corporation who worked in California at any time during the Class Period.

I. Settlement Class Defined: “Settlement Class” – means all those persons who are members of the Class and who have not excluded themselves (“opted out”) from the settlement.

J. Class Period and/or Settlement Period Defined: “Class Period” and/or “Settlement Period” – means the period from May 17, 2017 to March 13, 2022.

K. Allocation of Net Settlement Fund Among Settlement Class Members: The Net Settlement Fund will be allocated among Settlement Class Members on a proportional basis based on the number of workweeks each Settlement Class Member was employed by Q Tech in California as a non-exempt, hourly-paid employee during the Class Period. One day worked in a given week will be credited as a workweek for purposes of these calculations.

L. PAGA Members Defined: “PAGA Members” – means all current and former employees of Q Tech Corporation who worked in California at any during the PAGA Period as a non-exempt, hourly paid employee.

M. PAGA Period Defined: “PAGA Period” – means the period from March 4, 2020 to March 13, 2022.

N. Allocation of PAGA Payment: After 75% (\$56,250) of the PAGA Payment is paid to the LWDA, the remaining 25% (\$18,750) shall be allocated among the PAGA Members on a proportional basis based on the number of workweeks each PAGA Member worked during the PAGA Period. One day worked in a given week will be credited as a workweek for purposes of these calculations.

O. Tax Treatment of Payments to Settlement Class Members and PAGA Members: The Settlement Payments are payments for all claims in the Litigation or that reasonably could have been asserted based on the causes of action, claims and allegations in the Litigation. Of the payments to individual Settlement Class Members, one-fifth shall be designated as wages subject to payroll withholding to be reported on IRS Form W2s where required by law, and four-fifths shall be designated as interest and penalties to be reported on IRS Form 1099s where required by law. Outside of the Gross Settlement Fund, Q Tech shall be responsible for paying the employer’s share of payroll taxes on any amounts allocated as wages. Each Settlement Class Member shall be responsible for remitting to state and/or federal taxing authorities any applicable taxes which may be owed on the portion of his or his Settlement Payment or Class Representative Service Payment. Payments to PAGA Members shall be designated as penalties to be reported on IRS Form 1099s where required by law. The Settlement Administrator shall report all required information to the appropriate taxing authorities regarding all payments made pursuant to this Agreement.

P. Q-Tech will pay Plaintiff Sunny Tam \$25,000 to settle any claims for wrongful termination and discrimination in exchange for a full release of all claims, as well as a release of claims under California Civil Code section 1542, 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.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?

Your interests as a Class member are represented by Plaintiff and Class Counsel. Unless you exclude yourself from the Class, you are a part of the Settlement Class, you will be bound by the terms of the settlement agreement and any final judgment that may be entered by the Court, and you will be deemed to have released certain claims as described below. As a member of the Settlement Class you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and costs.

A. Your Estimated Share of the Settlement

Q Tech's records indicated that you worked <<SettlementPeriodWeeks>> weeks as a non-exempt hourly employee during the Claim Period and that <<PAGAPeriodWeeks>> of those workweeks were during the PAGA Period. Based on these records, if the Court grants final approval to the settlement your estimated payment is \$<<EstimatedShare>>.

B. Participating in the Settlement

If you qualify for inclusion in the Class and you wish to participate in the settlement, **you are NOT required to take any action.** If the Court grants final approval of the settlement and you qualify as a Class Member, you will receive a Settlement Payment based on the calculations described above. You will also be bound by the terms of the settlement and will release Q Tech and all related or affiliated entities from any and all claims that you may have based on the allegations in the lawsuit.

C. Objecting to the Settlement

If you do not agree with the terms of the proposed settlement, you can object to the proposed settlement before final approval. However, if the Court rejects your objection and grants final approval to the settlement, you will be bound by the terms of the settlement. To object, you may simply appear at the Final Approval Hearing or submit a written objection to the Class Settlement Administrator no later than **INSERT** at the following address:

Sunny Tam v. Q Tech Corporation

INSERT NAME

INSERT STREET ADDRESS

INSERT CITY, STATE ZIP

Toll Free: <<Telephone>>

Any written objection must state each specific reason in support of your objection and any legal support for the objection. Your objection must also state your full name, address, telephone number, and the dates of your employment as a qualified member of the Class defined above. To be valid and effective, any written objection to final approval of the settlement must be postmarked and mailed to the Class Settlement Administrator no later than **INSERT**. **PLEASE DO NOT TELEPHONE THE COURT.**

The procedures stated above for objecting to the Class Settlement do not apply to the PAGA settlement. Settlement Class Members and PAGA Members may not object to the PAGA settlement.

D. Excluding Yourself from the Settlement

If you qualify for inclusion in the Class but you do not wish to participate in the settlement, you may exclude yourself (i.e., "opt-out") by submitting a letter requesting exclusion to the Class Settlement Administrator. Your letter must be signed by you personally, and must clearly state: (1) your name, address, telephone number, the last four digits of your social security number, and the dates of your employment; and (2) your wish to be excluded from the Class. **Your letter requesting exclusion must be postmarked and mailed on or before **INSERT**, and mailed to the Class Settlement Administrator at the following address:**

Sunny Tam v. Q Tech Corporation

INSERT NAME

INSERT STREET

ADDRESS

INSERT CITY, STATE

ZIP

Toll Free: <<Telephone>>

Any person who timely submits a letter following the procedures above to request exclusion from the Class shall, upon receipt, no longer be a member of the Class, shall be barred from participating in settlement as a member of the Settlement Class, may not object to the settlement, and shall receive no payment or benefits as a member of the Settlement Class. Any such person will not release any claims he or she may have against Q Tech.

If you exclude yourself from the Settlement, you will NOT receive any money from the Settlement unless you qualify as a PAGA Member, in which case you will receive a share of the PAGA Payment as set forth above. The procedures stated above for excluding yourself from the Settlement Class do not apply to the PAGA settlement. Settlement Class Members and PAGA Members may not exclude themselves from the PAGA settlement.

E. Challenging the Record of Your Weeks Worked

Section III.A. above states your estimated share of the Net Settlement Fund and PAGA Payment and the number of workweeks on which that estimate is based. If you believe that information is not accurate, you may state what you believe the correct number of workweeks to be and provide supporting documentation. The Settlement Administrator will then decide whether your estimated share should be revised. **Your written dispute must be postmarked and mailed on or before INSERT, and mailed to the Class Settlement Administrator at the following address:**

Sunny Tam v. Q Tech Corporation

INSERT NAME

INSERT STREET ADDRESS

INSERT CITY, STATE ZIP

Toll Free: <<Telephone>>

You may also provide corrected name, address, and/or telephone information on the Settlement Allocation Form.

IV. EFFECT OF THE SETTLEMENT**A. Released Rights and Claims**

Upon the Court's final approval of the class settlement and entry of final judgment, funding of the Gross Settlement amount and issuance of the Settlement Payments to each member of the Settlement Class, each Settlement Class member shall be deemed to have released Q Tech and each of its divisions, subsidiaries, partnerships, parents, affiliated companies, trusts, or other related entities, past and present, and each of them, as well as each of their directors, officers, shareholders, partners, members, representatives, executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors, business managers, agents, contractors, insurers, attorneys, and employees, past and present, and each of them and their marital community (collectively the "Releasees"), from any and all "Released Class Claims" that arose during the period of May 17, 2017 to March 13, 2022. For the purposes of this Agreement, the Released Class Claims are defined as:

all claims, demands, rights, liabilities, and causes of action that were or could have been pled under local, state or federal law based on the facts alleged in the Amended Complaint against Defendant arising during the Class Period, including but not limited to claims for (1) failure to pay minimum and regular wages, (2) failure to pay overtime wages, (3) failure to provide meal periods or pay in lieu thereof, (4) failure to provide rest periods or pay in lieu thereof, (5) failure to provide accurate itemized wage statements, (6) failure to pay wages timely to separated employees, and (7) violations of the Unfair Competition law.

Upon the Court's final approval of the class settlement and entry of final judgment, funding of the Gross Settlement amount, and issuance of the PAGA Payments to each of the PAGA Members, each PAGA Member shall be deemed to have released the Releasees from the "Released PAGA Claims," which is defined as:

any and all claims for civil penalties for violations of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, and 1198 under PAGA that Plaintiff alleged against the Released Parties on behalf of Aggrieved Employees and the State of California, based on the facts stated in Plaintiff's Amended Complaint and in Plaintiff's March 4, 2021 notice letter to the LWDA (including any amendments thereto), including all PAGA claims seeking civil penalties for (1) failure to pay minimum and regular wages, (2) failure to pay overtime wages, (3) failure to provide meal periods or pay in lieu thereof, (4) failure to provide rest periods or pay in lieu thereof, (5) failure to provide accurate itemized wage statements, (6) failure to timely pay wages due during and upon separation from employment and (7) failure to maintain accurate records and which arose during the PAGA Period.

B. Payment to Settlement Class Members and PAGA Members

The Gross Settlement Fund will be distributed after the Court grants final settlement approval and enters judgment, and all appeals challenging the judgment have been resolved. There is no way to accurately predict how long this will take. To check on the progress of the settlement, you may call the settlement administrator at the toll-free number at the bottom of this page. *Please be patient.*

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department SS6 of the Los Angeles County Superior Court, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012- Dept. SS6 on INSERT, 2022, at :x0 .m, to determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for Class Counsel's Attorneys' Fees, Litigation Costs and Expenses, and the Class Representative Service Payment to be paid to the Plaintiff as Class Representative. Class Counsel's application for attorneys' fees and reimbursement of expenses will be on file with the Court no later than ten (10) days before this hearing, and will be available for review after that date.

The hearing may be continued without further notice to the settlement class. It is not necessary for you to appear at this hearing. (However, you are permitted to appear.)

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the settlement. Should you desire additional information, you may contact Class Counsel as follows:

Michael D. Singer
~~Kristina De La Rosa~~
COHELAN KHOURY & SINGER
605 C Street, Ste. 200
Los Angeles, CA 92101
Tel: (619) 595-3001

If you wish to review the precise terms and conditions of the settlement, you are referred to the detailed Class Action and PAGA Settlement Agreement, which is on file with the Clerk of the Superior Court. The pleadings and other records in this litigation, including the Class Action Settlement Agreement, may be examined at any time during regular business hours at the Office of the Clerk of the Los Angeles County Superior Court, Hall of Justice Courthouse, Superior Court, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California's Unclaimed Property Fund for the benefit of those Settlement Class Members and PAGA Members who did not cash their checks. If you lose or misplace a check, you should contact the Settlement Administrator immediately to request a replacement.

DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

BY ORDER OF THE SUPERIOR COURT

EXHIBIT 5