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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CINDY DUNCAN, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

ROTH STAFFING COMPANIES, L.P., a
limited partnership; INFINEON
TECHNOLOGIES AMERICAS CORP., a
Delaware corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No. 21STCV16928

[Hon. Judge Terry Green, Dept. 14]

**SETTLEMENT AGREEMENT AND
RELEASE OF PAGA CLAIMS**

Complaint filed: May 4, 2021
Trial date: Not Set

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1 **SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS**

2 Plaintiff CINDY DUNCAN, individually and in her capacity as a representative of the State of
3 California and on behalf of other allegedly aggrieved employees, defendant ROTH STAFFING
4 COMPANIES, L.P., and defendant INFINEON TECHNOLOGIES AMERICAS CORP., hereby enter
5 into this Settlement Agreement and Release of Private Attorneys General Act of 2004 Claims as
6 follows:

7 **DEFINITIONS**

8 1. “**Action**” means and refers to *Duncan v. Roth Staffing Companies, L.P., et al.* Case
9 No. 21STCV16928, which is currently pending in the Los Angeles County Superior Court of the
10 State of California, and the PAGA letter filed with the LWDA on May 1, 2021.

11 2. “**PAGA Settlement Members**” The PAGA Settlement Members (also referred to
12 herein as the “Aggrieved Employees”) included in the Settlement shall be all hourly-paid, non-
13 exempt employees of Defendant Roth who were assigned to work at Defendant Infineon in
14 California during the PAGA Period.

15 3. The terms “**Agreement**,” “**Settlement**,” and “**Settlement Agreement**” mean this
16 Agreement for PAGA Representative Action Settlement, which the Parties acknowledge sets forth
17 all material terms and conditions of the Settlement between them, and which is subject to Court
18 approval pursuant to Section 2699(l) of the California Labor Code Private Attorneys General Act
19 of 2004, Labor Code §§ 2698, *et seq.*

20 4. “**Court**” means the Superior Court of the State of California, County of Los Angeles.

21 5. “**Defendant Infineon**” means INFINEON TECHNOLOGIES AMERICAS CORP.

22 6. “**Defendant Roth**” means ROTH STAFFING COMPANIES, L.P.

23 7. “**Defendants**” means ROTH STAFFING COMPANIES, L.P. and INFINEON
24 TECHNOLOGIES AMERICAS CORP.

25 8. “**Effective Date**” means the date on which all of the following events have occurred:

26 a. Entry by the Court of the Final Order and Judgment, appointment of PAGA
27 Counsel, and appointment of the Settlement Administrator.

28 b. Submission by PAGA Counsel of both this Agreement and the Final Order

1 and Judgment to the LWDA in accordance with California Labor Code § 2699(l).

2 c. The occurrence of the “Effective Date of Judgment,” which shall be deemed
3 to be the last to occur of the following:

4 i) If an appeal or other review is sought from the Final Order and
5 Judgment, the next day after the Final Order and Judgment is affirmed or the appeal or other
6 review is dismissed or denied, and the judgment is no longer subject to judicial review or other
7 challenge; or

8 ii) If an appeal or other review is not sought from the Final Order and
9 Judgment, the sixty-fifth (65th) calendar day after the Final Order and Judgment is signed and
10 entered by the Court.

11 9. **“PAGA Period”** shall mean the period starting on May 1, 2020 through June 30,
12 2022, or an alternative date to be selected by Defendants, at their sole discretion, subject to the
13 provisions set forth in Paragraph 27, below.

14 10. The terms **“Plaintiff”** and **“Representative Plaintiff”** means named plaintiff Cindy
15 Duncan.

16 11. **“Gross Settlement Amount”** means a maximum total of \$225,000.00, which
17 includes all payments owing as a result of this Agreement and includes: the Net Settlement Amount;
18 Settlement Administration Costs; Plaintiff’s Service Award; and PAGA Counsel Attorneys’ Fees
19 and Costs as awarded by the Court.

20 12. **“LWDA Payment”** means a payment to the California Labor Workforce and
21 Development Agency in an amount equal to 75% of the Net Settlement Amount.

22 13. **“Net Settlement Amount”** is the Gross Settlement Amount less (1) PAGA
23 Counsel’s Attorneys’ Fees and Costs, (2) Settlement Administration Costs, and (3) Plaintiff’s
24 Service Award.

25 14. **“PAGA Aggrieved Employee Payment”** means a payment of 25% of the Net
26 Settlement Amount, which the Parties have agreed to pay the Aggrieved Employees in connection
27 with the settlement of the PAGA Claim.

28 15. **“PAGA Claim”** means the claim or claims for any and all forms of penalties,

1 compensation, or relief under the California Labor Code Private Attorneys General Act of 2004
2 (Cal. Lab. Code §§ 2698 *et seq.*, “PAGA”) alleged in the Action and stated in Plaintiff’s May 1,
3 2021 notice letter to the LWDA.

4 16. “**PAGA Counsel**” means Moon & Yang, APC, including Kane Moon, Allen Feghali,
5 and Edwin Kamarzarian.

6 17. “**Settlement Administrator**” shall mean ILYM Group, Inc., a neutral third-party
7 administrator chosen by the Parties, subject to approval by the Court.

8 **RECITALS**

9 18. On May 1, 2021, Plaintiff, a former employee of Defendant Roth who worked at
10 Defendant Infineon’s Temecula facility, sent a PAGA Notice to the Labor Workforce and
11 Development Agency (“LWDA”) describing the following alleged violations of the California
12 Labor Code and applicable Industrial Welfare Commission (“IWC”) Wage Order: (i) failure to pay
13 for all hours worked, including overtime; (ii) failure to provide meal periods; (iii) failure to authorize
14 and permit rest periods; (iv) failure to maintain accurate records of hours worked and meal periods;
15 (v) failure to reimburse and indemnify for business expenses; (vi) failure to timely pay all wages at
16 termination; (vii) failure to furnish accurate itemized wage statements; and (viii) failure to pay all
17 earned wages twice per month.

18 19. On May 4, 2021, Plaintiff filed a class action complaint in the Superior Court of the
19 State of California, County of Los Angeles in a case styled *Duncan v. Roth Staffing Companies,*
20 *L.P., et al.* Case No. 21STCV16928, alleging eight causes of action for (i) failure to pay minimum
21 wages; (ii) failure to pay overtime compensation; (iii) failure to provide meal periods; (iv) failure to
22 authorize and permit rest breaks; (v) failure to indemnify for necessary business expenses; (vi)
23 failure to timely pay final wages at termination; (vii) failure to provide accurate itemized wage
24 statements; and (viii) unfair business practices.

25 20. On August 4, 2021, Plaintiff filed a first amended complaint in the Action to the add
26 a cause of action under PAGA seeking civil penalties, reasonable attorneys’ fees and costs based on
27 the foregoing alleged violations of the California Labor code and applicable IWC Wage Order. On
28 August 18, 2021, the Court entered an order dismissing the class and individual allegations without

1 prejudice so that Plaintiff could proceed under PAGA.

2 21. The Parties have conducted a thorough investigation into the facts of the Action.
3 This included exchanging data and information as well as documents relating to the underlying
4 alleged violations. After attending a mediation with Jeffrey A. Ross, Esq. on May 18, 2022, the
5 Parties entered into an agreement, formalized herein, which they believe is fair, reasonable, and
6 adequate. The Parties understand, acknowledge, and agree that this Settlement Agreement
7 constitutes a compromise of Representative Plaintiff's and the Aggrieved Employees' PAGA Claim,
8 and that it is the desire and intention of the Parties to effect a final and complete resolution of the
9 PAGA Claim as well as Plaintiff's individual claims.

10 22. The Parties enter into this Settlement Agreement on a conditional basis. In the event
11 the Court does not enter a Final Order and Judgment as defined in this Settlement Agreement, this
12 Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect
13 whatsoever, and will not be referred to or utilized for any purpose whatsoever.

14 23. Defendants deny all of the claims in the Action, and do not waive, but rather
15 expressly reserve, all rights to challenge all such claims and allegations upon all legal, procedural
16 and factual grounds should this Settlement Agreement not become final. This Settlement
17 Agreement reflects a compromise reached to end litigation.

18 24. The Parties stipulate and agree to the following terms of this Settlement Agreement
19 with the intent that this Agreement finally disposes of the Action with prejudice.

20 **TERMS AND CONDITIONS**

21 25. The following table summarizes the allocation of the Gross Settlement Amount:

<u>Gross Settlement Amount of \$225,000.00 Is Broken Down As Follows:</u>
• PAGA Counsel Attorneys' Fees not to exceed 35% (or \$78,750.00). • PAGA Counsel Costs not to exceed \$15,000.00. • Settlement Administration Costs not to exceed \$15,000.00. • Service Award to the Plaintiff for \$10,000.00. • Approximately \$106,250.00 for the Net Settlement Amount: ○ 25% of the Net Settlement Amount for the PAGA Aggrieved Employee Payment (approximately \$26,562.50) ○ 75% of the Net Settlement Amount for the LWDA Payment (approximately \$79,687.50)

26. Subject to final Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth in this Agreement, Defendants agree to pay the Gross Settlement Amount of \$225,000.00. The Gross Settlement Amount shall be funded \$125,000 by Defendant Roth and \$100,000 by Defendant Infineon. The Gross Settlement Amount includes PAGA Counsel's Attorneys' Fees and Costs, Net Settlement Amount, Service Award to Plaintiff for the resolution of her individual claims, and Settlement Administration Costs. No portion of the Gross Settlement Amount shall be disbursed or distributed until after the Effective Date. Subject to Paragraph 27, the Gross Settlement Amount is the maximum amount that Defendants shall be required to pay for settlement of this Action.

27. Defendant Roth represents that the Gross Settlement Amount was negotiated and is premised on the understanding that, as of March 30, 2022, there were a total of 7,613 pay periods in the PAGA Period. In the event that Defendants, at their sole discretion, select an end date to the PAGA Period, such that the total pay periods included in the settlement of this Action increases by more than 10% (i.e. more than 761.3 additional pay periods) then the Gross Settlement Amount shall be increased proportionally by the pay periods in excess of 8,374 pay periods multiplied by the pay period value. The Parties agree that the pay period value is \$29.55, which is calculated by dividing the originally agreed upon Gross Settlement Amount (\$225,000) by the pay period count of 7,613. Nothing herein precludes Defendants, in their sole discretion, from electing an end date of the PAGA Period other than June 30, 2022 as long as the number of pay periods does not exceed 8,374.

28. **Settlement Approval and Administration.**

a. The Parties' Settlement of this Action, and their rights and obligations hereunder, are expressly conditioned on the Court's approval of this Settlement as to the Aggrieved Employees. The Court shall approve of this Settlement through an entry of an order and judgment approving this PAGA Settlement and dismissing this Action with prejudice ("Final Order and Judgment"), substantially in the form and content of Exhibit A hereto.

b. PAGA Counsel shall file a Motion for Approval of the Settlement with the Court, and set the Motion for Approval for hearing ("Approval Hearing"). In conjunction with this

1 motion, PAGA Counsel shall submit this Agreement and supporting papers, and the proposed Final
2 Order and Judgment. The Final Order and Judgment shall reflect, *inter alia*, the settlement and
3 entry of judgment in this Action and the Court's approval of the settlement pursuant to the terms of
4 this Agreement, provide for the payment of the Gross Settlement Amount to the Settlement
5 Administrator to be distributed pursuant to this Agreement, contain the release of claims of the
6 Aggrieved Employees (including the Plaintiff), and state that the Court's Final Order and Judgment
7 shall bar and be res judicata with respect to any claims asserted by the Aggrieved Employees
8 (including the Plaintiff) that are covered by this Agreement and the release of claims herein.

9 c. Pursuant to California Labor Code § 2699(1)(2), PAGA Counsel shall submit
10 a fully-executed copy of this Agreement to the LWDA on the same day that the Motion for Approval
11 of the Settlement and this Agreement are filed with the Court. With the submission of this
12 Agreement to the LWDA, PAGA Counsel shall provide the LWDA with notice of the date
13 scheduled for the Approval Hearing. Any objections or opposition by the LWDA to the Settlement
14 must be presented to the Court before or at the Approval Hearing. Failure by the LWDA to object
15 to or oppose approval of the Settlement within this time will waive any right of the LWDA to appeal
16 the Final Order and Judgment. Accordingly, if the LWDA does not assert any objection or
17 opposition to this Settlement, the Final Order and Judgment shall state that the Court received no
18 objection or opposition from the LWDA, and, therefore, the LWDA has waived any right to appeal
19 the Final Order and Judgment. Pursuant to California Labor Code § 2699(1)(3), PAGA Counsel
20 shall submit a copy of the Final Order and Judgment along with the final Agreement as approved
21 by the Court to the LWDA no later than ten (10) calendar days after its entry by the Court.

22 29. **Effect of Non-Approval or Failure of the Effective Date to Occur.**

23 If the Effective Date does not occur, this Agreement shall be void. In such event:

24 a. Nothing in this Agreement shall be construed as a determination, admission,
25 or concession of any substantive or procedural issue in this Action, and nothing in this Agreement
26 may be offered into evidence in any hearing or trial, or in any subsequent pleading or in any judicial,
27 arbitral, or administrative proceeding;

28 b. The Parties expressly reserve their rights with respect to the prosecution and

1 defense of this Action as if this Agreement never existed. In particular, Defendants do not waive,
2 but rather expressly reserve, all rights to challenge any and all claims and allegations asserted in this
3 Action upon all procedural and substantive grounds, including the ability to challenge representative
4 treatment on any grounds and to assert any and all potential defenses or privileges. The Parties
5 agree that Defendants retain and reserve these rights, and they agree not to take a position to the
6 contrary. Specifically, the Parties agree that, if this Action were to proceed, they will not present
7 any argument based on this Agreement, or any exhibit, attachment, act performed or document
8 executed pursuant to this Agreement;

9 c. The Parties shall each bear half (50%) of any costs for notice or settlement
10 administration incurred by the Settlement Administrator through the date that the Settlement is
11 determined to be void;

12 d. Any funds tendered by Defendants to the Settlement Administrator shall be
13 refunded within five (5) days of the date that the Settlement is determined to be void; and

14 e. Notwithstanding the foregoing, the Parties agree that, if the Settlement does
15 not proceed for any reason, the Parties' rights and obligations in this Action will be tolled from May
16 18, 2022, to the date that the Settlement is determined to be void.

17 30. **Settlement Administration Costs, Attorney's Fees and Costs, and Service**
18 **Award.**

19 The Parties agree, subject to Court approval, that the Gross Settlement Amount shall be
20 apportioned as follows:

21 a. **Settlement Administration Costs:** The fees and costs associated with
22 settlement administration (*e.g.*, preparing and mailing payments to the Aggrieved Employees, tax
23 documentation, etc.) (the "Settlement Administration Costs") will be paid from the Gross Settlement
24 Amount and are estimated not to exceed \$15,000.00. The Parties agree to use ILYM Group, Inc. as
25 the Settlement Administrator. The Settlement Administrator shall be responsible for, *inter alia*,
26 calculating the Individual PAGA Payment; mailing payments to the Aggrieved Employees; issuing
27 necessary tax forms to PAGA Settlement Members and government agencies, as needed;
28 researching and updating addresses through skip-traces and similar means; answering questions

1 from Aggrieved Employees; reporting on the status of the Settlement to the Parties; preparing
2 declarations regarding its due diligence in completing and facilitating the settlement administration
3 process; providing the Defendants with data regarding the calculation of distributions; providing
4 Plaintiff anonymized data regarding the calculation of distributions; establishing and maintaining a
5 non-interest-bearing distribution account for purposes of distributing the Individual PAGA
6 Payment, distribution of attorneys' fees and costs, the Service Award, and the payment to the
7 LWDA; and performing such other tasks as required to administer this Agreement or as directed by
8 the Parties. Any unused portion of the Settlement Administration Costs shall be distributed to the
9 Aggrieved Employees and LWDA on a pro-rata basis.

10 b. PAGA Counsel's Appointment and Attorneys' Fees and Costs: The Parties
11 agree that, subject to the Court's review and approval, PAGA Counsel shall be Kane Moon, Allen
12 Feghali, and Edwin Kamarzarian of Moon & Yang, APC, 1055 W. Seventh St., Suite 1880, Los
13 Angeles, California 90017, (213) 232-3128 (phone), (213) 232-3125 (facsimile), and will be paid
14 from the Gross Settlement Amount an amount that is up to 35% of the Gross Settlement Amount
15 for attorneys' fees (\$78,750.00), plus actual litigation costs, not to exceed \$15,000.00. This Action
16 alleges a claim for attorneys' fees and costs pursuant to, *inter alia*, the California Labor Code. The
17 Parties agree that any and all such claims for attorneys' fees and costs have been settled as a part of
18 this Agreement. Any proceedings or Court decisions related to PAGA Counsel's application for
19 attorneys' fees, costs and expenses, and/or the Service Award to Plaintiff shall not terminate or
20 cancel this Agreement, or otherwise affect the finality of the Court's Final Order and Judgment, or
21 affect the settlement and releases set forth herein concerning this Action. Further, nothing in this
22 Agreement shall prevent, waive, impair or impinge upon PAGA Counsel's right to appeal the
23 Court's decision related to the application for attorneys' fees, costs and expenses, and/or the Service
24 Award.

25 c. Service Award To Representative Plaintiff: Subject to Court approval, Ten
26 Thousand Dollars (\$10,000.00) will be paid from the Gross Settlement Amount to Plaintiff, as
27 additional compensation for her service as the PAGA representative, the time and effort expended
28 by her in doing so, and in consideration for the claims released by her herein (the "Service Award").

Defendants will not oppose PAGA Counsel's application for the Service Award. Any Service Award will be in addition to the amount that Plaintiff may be entitled to receive as an Aggrieved Employee; however, the releases set out in this Agreement shall bind Plaintiff regardless of whether and to what extent she recovers as an Aggrieved Employee, and the Service Award shall be adequate consideration for said releases. The Plaintiff, PAGA Counsel, and the Aggrieved Employees shall not seek payment of any additional service award except as set forth herein.

d. If the Court does not approve the total amount of attorneys' fees, costs, and/or Service Award requested by PAGA Counsel, any remaining portion of the requested amount will be added to the Net Settlement Amount.

31. **Plan For Allocation And Distribution of the Gross Settlement Amount.**

a. The Gross Settlement Amount shall be allocated, in order, as follows:

i) First, to any attorneys' fees and costs of PAGA Counsel, as may be awarded by the Court.

ii) Second, to any Service Award, as may be awarded by the Court.

iii) Third, to the costs and expenses incurred by, or fees imposed by, the Settlement Administrator in performing its duties under this Agreement.

iv) Fourth, to the Net Settlement Amount. From the Net Settlement Amount, the Settlement Administrator shall first make the payment to the LWDA under PAGA, and then the remainder of the Net Settlement Amount shall be made available to the Aggrieved Employees. The payments to the Aggrieved Employees shall be based on the number of pay periods worked during the PAGA Period, as further described below. The Settlement Administrator shall be responsible for the allocation and distribution of the remainder of the Net Settlement Amount to the Aggrieved Employees.

b. For the purpose of calculating applicable taxes:

i) Each of the Aggrieved Employees shall be individually responsible for his or her share of taxes attributable to receipt of his or her Individual PAGA Payment.

ii) One hundred percent (100%) of the payments made pursuant to this Paragraph shall be allocated as ordinary income, payable on a Form 1099. No part of any

1 payment shall be classified as wages.

2
3 32. **Calculation of Payments to the LWDA and Aggrieved Employees.**

4 a. The Settlement Administrator will allocate seventy-five percent (75%) of the
5 Net Settlement Amount to the LWDA pursuant to California Labor Code § 2699(i) and pay that
6 amount to the LWDA in accordance with applicable law. Any payment to the LWDA under this
7 Agreement shall be funded solely from the Net Settlement Amount.

8 b. The Settlement Administrator will allocate twenty-five percent (25%) of the
9 Net Settlement Amount to the Aggrieved Employees (the "Aggrieved Employees Fund").

10 c. The Settlement Administrator shall perform the following calculation for
11 determining the Individual PAGA Payments to the Aggrieved Employees from the Aggrieved
12 Employees Fund:

13 i) The total number of pay periods worked by each Aggrieved
14 Employee, as set forth in the Spreadsheet (as defined in Paragraph 33.c), divided by the total
15 number of pay periods worked by all Aggrieved Employees, which shall be 7,163 subject to any
16 changes pursuant to Paragraph 27. The resulting quotient shall be the "Pro Rata Calculation."

17 ii) The dollar amount of the disbursement to each Aggrieved Employee
18 (the "Individual PAGA Payment") shall be the number which results from multiplying the Pro
19 Rata Calculation by the total dollar amount of the Aggrieved Employees Fund.

20 d. The Aggrieved Employees Fund will be paid solely from the Net Settlement
21 Amount.

22 33. **Process for Distribution of the Gross Settlement Amount.**

23 a. Upon the Court entering the Final Order and Judgment, and within seven (7)
24 days after the Effective Date, the Settlement Administrator shall send Defendants' counsel
25 electronic wiring instructions to fund the Gross Settlement Amount.

26 b. Defendants shall fund the Gross Settlement Amount not later than thirty (30)
27 days following the Effective Date, as provided for herein.

28 c. Within twenty-one (21) days after the Effective Date and to the extent

possible based on the presence of information in their records, Defendants shall provide to the Settlement Administrator a spreadsheet ("Spreadsheet") in electronic format that contains the name, last known home address and telephone number, social security number, and the number of pay periods attributable to each PAGA Settlement Member during the PAGA Period.

d. Defendants shall meet-and-confer with the Settlement Administrator regarding the format of the Spreadsheet and cooperate to provide any additional information which the Settlement Administrator may request that is reasonable and necessary for the purpose of distributing the Individual PAGA Payments and otherwise administering this Agreement.

e. The Settlement Administrator shall make the payments described in Paragraphs 30.a. through c., pay seventy-five percent (75%) of the Net Settlement Amount to the LWDA, and mail Individual PAGA Payments to all Aggrieved Employees not later than forty-five (45) days after the Effective Date (the "Payment Date").

f. On the Payment Date, the Settlement Administrator will mail to each Aggrieved Employee, via first-class United States Mail, the following: (a) the PAGA Settlement Notice in English and Spanish, attached as Exhibit B to this Agreement and (b) their Individual PAGA Payment (collectively, the "**PAGA Packet**").

g. Prior to mailing the PAGA Packet, the Settlement Administrator will update all addresses using the National Change of Address System (NCOA). In the event that a PAGA Packet is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send the PAGA Packet to the forwarding address identified. If no forwarding address is provided, then the Settlement Administrator will promptly conduct a "standard search," sometimes called, "Skip Trace" or "Credit Header" searches, to locate a better address. If a better address is found, the Settlement Administrator will promptly re-send the PAGA Packet. If a better address is not found or the PAGA Packet is ultimately returned without a forwarding address, neither the Settlement Administrator, Defendants, or PAGA Counsel shall be required to take further action.

h. Aggrieved Employees shall have 180 days after the date the PAGA Packet is first mailed to them to cash their Individual PAGA Payment. If any Aggrieved Employee's check is not cashed within that period, the Individual PAGA Payment check will be voided and a stop-

1 payment will be issued. Neither Defendants, Defendants' counsel, Plaintiff, nor PAGA Counsel
2 will have any liability for lost or stolen Individual PAGA Payment check, forged signatures on
3 Individual PAGA Payment check, unauthorized negotiation of Individual PAGA Payment check or
4 failure to timely cash an Individual PAGA Payment check within the 180-day period.

5 i. Any unpaid cash residue or unclaimed portion of the Aggrieved Employee
6 fund, plus any accrued interest that has not otherwise been distributed pursuant to order of the Court,
7 shall be transmitted to California State Controller's Office for Unclaimed Property in the name of
8 each Aggrieved Employee who failed to cash their Individual PAGA Payment prior to the void date.

9 34. **Releases.**

10 a. In exchange for the consideration, undertakings, and covenants agreed to by
11 Defendants in this Agreement, and to the fullest extent permitted by applicable law, the Plaintiff, on
12 behalf of herself, the Aggrieved Employees, and the State of California, hereby release, discharge,
13 and covenant not to sue Defendants, and all of their respective past and present employees, directors,
14 officers, attorneys, representatives, insurers, agents, parents, subsidiaries, affiliates, related
15 companies, predecessors, successors, lessees, and assigns, and any entity that could be jointly liable
16 with any of these (individually and collectively "Defendants Releasees") from and with respect to
17 all actions, causes of action, suits, liabilities, claims, and demands whatsoever, and each of them,
18 for the PAGA Period, which the Plaintiff, the Aggrieved Employees, and the State of California
19 have against Defendants Releasees, or any of them, under PAGA (including claims under PAGA
20 for civil penalties under California Labor Code §§ 558, 256, 226.3, and 2699(f)), which are asserted
21 in the Action, which includes the PAGA letter filed on May 1, 2021, or could have been raised in
22 this Action, including in the PAGA letter filed on May 1, 2021, based upon the facts set forth therein,
23 including, (i) failure to pay for all hours worked, including minimum wages and overtime wages
24 (Cal. Lab. Code §§ 204, 510, 1194, 1194.2, 1197, 1198); (ii) failure to provide meal periods (Cal.
25 Lab. Code §§ 226.7, 512); (iii) failure to authorize and permit rest periods (Cal. Lab. Code § 226.7);
26 (iv) failure to maintain accurate records of hours worked and meal periods (Cal. Lab. Code §§ 1174
27 & 1174.5; (v) failure to reimburse and indemnify for business expenses (Lab. Code § 2802); (vi)
28 failure to timely pay all wages at termination (Cal. Lab. Code §§ 201-203); (vii) failure to furnish

1 accurate itemized wage statements (Cal. Lab. Code § 226); and (viii) unfair business practices (Cal.
2 Bus & Prof. Code § 17200) and interest thereon (Cal. Lab. Code § 218.6).

3 b. In exchange for the consideration, undertakings, and covenants undertaken
4 by Defendants in this Agreement, including but not limited to the payment of the Service Award,
5 and to the fullest extent permitted by applicable law, Plaintiff hereby releases, discharges, and
6 covenants not to sue the Defendants Releasees with respect to and from any and all claims, charges
7 of discrimination, demands, liens, agreements, contracts, covenants, actions, suits, causes of action,
8 disputed wages, obligations, debts, expenses, attorneys' fees, damages, penalties, interest,
9 judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether
10 now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which
11 she now owns or holds or she has at any time heretofore owned or held, arising out of or in any way
12 connected with her employment, separation of employment, application for employment, or any
13 other relationship with the Defendants Releasees or any other transactions, occurrences, acts or
14 omissions or any loss, damage or injury whatever, known or unknown, suspected or unsuspected,
15 resulting from any act or omission by or on the part of said Defendants Releasees, or any of them,
16 committed or omitted prior to the date of the Final Order and Judgment (collectively, "Plaintiff's
17 Released Claims"). The Parties intend the Plaintiff's release to be general and comprehensive in
18 nature and to release all Plaintiff's Released Claims and potential Plaintiff's Released Claims against
19 the Defendants Releasees to the maximum extent permitted at law. Plaintiff's Released Claims
20 include specifically, by way of description, but not by way of limitation, any and all claims arising
21 out of or in any way related to: (i) any interactions between the Plaintiff and the Defendants
22 Releasees; (ii) the Plaintiff's employment, separation of employment, application for employment,
23 contractual, and/or quasi-contractual relationship with the Defendants Releasees; (iii) any
24 allegations as to disputed wages, remuneration, and/or other compensation, due by operation of
25 statute, ordinance, regulation, wage order, contract, or quasi-contract; (iv) any federal, state, or local
26 law prohibiting discrimination, harassment, or retaliation on the basis of age, race, color, ancestry,
27 religion, disability, sex, sexual orientation, national origin, citizenship, or any other protected
28 characteristic, including, without limitation, any claims under Title VII, the California Fair

1 Employment and Housing Act, the California Labor Code, the California IWC Wage Orders, the
2 Employee Retirement Income Security Act, and the Americans With Disabilities Act or any other
3 similar statutes whatever the city, county, state, or country of enactment; (v) any claims under the
4 Family and Medical Leave Act of 1993 and/or the California Family Rights Act; (vi) any
5 transactions, occurrences, acts, statements, disclosures, or omissions occurring prior to the date of
6 the Final Order and Judgment; and (vii) any other tort or contract claims.

7 c. All PAGA Settlement Member Are Bound By The Settlement. Because this
8 is a PAGA action, pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), no PAGA
9 Settlement Member has the right to exclude himself or herself from the Settlement. All PAGA
10 Settlement Members will be bound by this Settlement Agreement, upon its approval by the Court,
11 regardless of whether he or she negotiates (i.e. cashes or deposits) his or her settlement check for
12 the Individual Settlement Payments.

13 35. **Waiver of California Civil Code Section 1542.**

14 Plaintiff intends and/or is deemed to intend that this Agreement should be effective as a bar
15 to any and all of the claims released by Paragraph 34. In furtherance of this intention, as to any and
16 all claims released by Paragraph 34, Plaintiff expressly waives any and all rights or benefits
17 conferred on her by the provisions of Section 1542 of the California Civil Code, or any similar
18 provisions under state, federal, or local law. California Civil Code Section 1542 provides as follows:

19 “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
20 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
21 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
22 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
23 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
24 DEBTOR OR RELEASED PARTY.”

25 As to any and all of the claims released by Paragraph 34, Plaintiff understands fully the
26 statutory language of California Civil Code Section 1542, and, with this understanding, assume all
27 risks for claims released hereunder that have already arisen or may in the future arise, whether
28 known or unknown, suspected or unsuspected, and specifically waives all rights she may have under
California Civil Code § 1542, or any similar provision under state, federal, or local law. Plaintiff
understands that, if any of the facts relating in any manner to this Action, or to the release and

1 dismissal of claims as provided in this Agreement, are hereafter found to be other than or different
2 from the facts now believed to be true, she has expressly accepted and assumed that risk and agrees
3 that this Agreement and the release of claims as set forth in Paragraph 34 contained herein shall
4 nevertheless remain effective. As to any and all of the claims released by Paragraph 34, Plaintiff
5 desires and intends, or is deemed to desire and intend, that this Agreement shall be given full force
6 and effect according to each and all of its express terms and provisions, including those relating to
7 unknown and unsuspected claims, if any, as well as those relating to the claims referred to above.

8 Plaintiff represents and warrants that—aside from this Action—she has not filed any
9 complaints, charges, lawsuits, or other legal actions with any court or government agency relating
10 to any claims being released in Paragraphs 34 and 35 of this Agreement. PAGA Counsel and
11 Plaintiff further represent and warrant that it and they have not heretofore assigned or transferred to
12 any person not a party to this Agreement any released matter.

13 36. **Settlement Fair and Reasonable.**

14 PAGA Counsel has considerable experience in litigating and settling wage-and-hour
15 representative actions of this type, and is sufficiently familiar with the facts of this case and the
16 applicable laws and regulations to make an informed judgment as to the fairness of this Settlement.
17 In light of this experience, and for the reasons that will be more fully explained in the Motion for
18 Approval of the Settlement, PAGA Counsel and the Plaintiff believe that the settlement terms herein
19 are fair and reasonable with regard to the interests of the Aggrieved Employees.

20 37. **Settlement the Result of Arm's-Length Bargaining.**

21 The terms of the Settlement of this Action resulted from more than a year of litigation and
22 substantial arm's-length negotiations.

23 38. **Notices.**

24 Except for any notices provided to Aggrieved Employees with their Individual PAGA
25 Payments, which will be sent by the Settlement Administrator, all notices, requests, demands, and
26 other communications related to or in connection with this Agreement shall be in writing, and shall
27 be provided by appropriate method depending on the urgency (e.g., personal delivery, facsimile,
28 overnight delivery, or first-class U.S. mail) to:

TO AGGRIEVED EMPLOYEES:

KANE MOON
 MOON & YANG, APC
 1055 W. Seventh St., Suite 1880
 Los Angeles, California 90017
 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125

TO DEFENDANTS:

ADAM J. KARR
 O'MELVENY & MYERS LLP
 610 Newport Center Drive, 17th Floor
 Newport Beach, CA 92660-6429
 Telephone: (949) 760-9600
 Facsimile: (949) 823-6994

SHIVA SHIRAZI DAVOUDIAN
 LITTLER MENDELSON P.C.
 2049 Century Park East, 5th Floor
 Los Angeles, CA 90067
 Telephone: (310) 712-7331
 Fax No.: (213) 947-1805

39. **Deadlines.**

If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday, the deadline will be automatically extended to the next regular business day. Unless specified otherwise, all references to "days" shall mean calendar days.

40. **Enforcement and Continuing Jurisdiction of the Court.**

Pursuant to the Parties agreement, this Settlement Agreement will be approved by the Court and will be enforceable by the Court pursuant to California Code of Civil Procedure § 664.6. Even after the entry of the Final Order and Judgment, this Court will have and retain continuing jurisdiction over the Action and over all Parties and the Aggrieved Employees, to the fullest extent necessary or convenient to enforce and effectuate the terms and intent of this Settlement Agreement and all matters provided for in it, and to interpret it.

41. **Publicity.**

Plaintiff and PAGA Counsel agree that they will not publicize or announce this Settlement in press releases, marketing materials, or on the internet, unless required by the Court, to obtain approval of this Settlement by the Court, pursuant to a subpoena or other valid legal process, or by regulatory or other legal disclosure obligations. Notwithstanding this Paragraph 41, the Parties agree that the following may be stated in response to inquiries into this dispute and such statement shall not be considered a breach of this Agreement: "The matter has been resolved."

42. **Mutual Full Cooperation.**

1 The Parties will fully cooperate with each other to accomplish the terms of this Settlement
2 Agreement, including, but not limited to, execution of such documents and taking such other action
3 as may be reasonably necessary or convenient to implement it.

4 43. **Non-Admission Of Liability.**

5 The Parties enter into this Agreement to resolve the dispute that has arisen between them
6 and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement,
7 Defendants do not admit, and specifically deny, that they have violated any federal, state, or local
8 law; violated any regulations or guidelines promulgated pursuant to any statute or any other
9 applicable laws, regulations or legal requirements; violated or breached any duty; engaged in any
10 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Action.
11 Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected
12 with it, shall be construed as an admission or concession by Defendants of any such violations or
13 failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms
14 of this Agreement, this Agreement and its terms and provisions shall not be offered or received as
15 evidence in any action or proceeding to establish any liability or admission on the part of Defendants
16 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
17 federal, state, local or other applicable law.

18 44. **Invalidation.**

19 Invalidation of any material term of this Settlement Agreement will invalidate this
20 Agreement in its entirety unless the Parties subsequently agree in writing that the remaining
21 provisions will remain in full force and effect.

22 45. **Entire Agreement.**

23 This Settlement Agreement constitutes the entire integrated agreement between the Parties
24 relating to the Action, and no oral representations, warranties, or inducements have been made to
25 any party concerning this Settlement Agreement other than the representations, warranties, and
26 covenants contained and memorialized in this Settlement Agreement.

27 46. **Authorization To Act.**

28 PAGA Counsel warrants and represents that they are authorized by the Representative

1 Plaintiff, and counsel of record for Defendants warrant that it is authorized by Defendants, to take
2 all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement
3 Agreement to effectuate its terms, and to execute any other documents required to effectuate the
4 terms of this Settlement Agreement, except for any documents, including but not limited to this
5 Settlement Agreement, that are required to be executed by the Parties.

6 47. **Modification Only In Writing.**

7 This Settlement Agreement may be amended or modified only by a written instrument signed
8 by all Parties or their successors in interest.

9 48. **Binding On Successors.**

10 This Settlement Agreement is binding upon and will inure to the benefit of the Parties to this
11 Agreement, as well as their respective attorneys, past, present, and future predecessors, successors,
12 shareholders, officers, directors, employees, agents, trustees, representatives, administrators,
13 fiduciaries, assigns, insurers, executors, partners, parent corporations, subsidiaries, and related or
14 affiliated entities.

15 49. **No Prior Assignments.**

16 The Aggrieved Employees are deemed by operation of the Final Order and Judgment to
17 represent, covenant, and warrant that they have not directly or indirectly assigned, transferred,
18 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any
19 liability, claim, demand, cause of action, or rights released and discharged by this Agreement.

20 50. **Governing Law.**

21 This Agreement and the exhibits hereto shall be deemed to have been negotiated, executed
22 and delivered, and to be wholly performed, in the State of California. The rights and obligations of
23 the parties under the Agreement shall be construed and enforced in accordance with, and be
24 governed by, the substantive and procedural laws of the State of California without regard to
25 California's choice of law principles.

26 51. **Counterparts.**

27 This Settlement Agreement may be executed in one or more counterparts, which may be
28 filed with the Court. All executed counterparts, and each of them, shall be deemed to be one and

1 the same instrument. Once available, a complete set of executed counterparts shall be filed with the
2 Court. Copies of the complete set of executed counterparts may be used for all purposes in lieu of
3 the originals, and shall have the same force and effect as the originals.

4 52. **Headings For Convenience Only.**

5 The descriptive headings of any paragraphs or sections of this Settlement Agreement are
6 inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

7 53. **Construction Of This Agreement.**

8 The Parties agree that the terms and conditions of this Settlement Agreement are the result
9 of arms-length negotiations between the Parties and that this Settlement Agreement will not be
10 construed in favor of or against any Party by reason of the extent to which any Party, or her or its
11 counsel participated in the drafting of this Agreement. This Settlement Agreement constitutes the
12 entire agreement between the Parties. Except as expressly provided in this Agreement, this
13 Settlement Agreement has not been executed in reliance upon any other oral or written
14 representations or terms and no such extrinsic oral or written representations or terms will modify,
15 vary or contradict the terms of this Settlement Agreement. In entering this Settlement Agreement,
16 the Parties explicitly recognize California Civil Code § 1625 and California Code of Civil Procedure
17 § 1856(a), which provide that a written agreement is to be construed according to its terms and may
18 not be varied or contradicted by extrinsic evidence. The Representative Plaintiff and Defendants
19 had available to it the advice and assistance of independent counsel. As such, neither Representative
20 Plaintiff nor Defendants may claim that any ambiguity in this Settlement Agreement should be
21 construed against the other.

22 54. **Corporate Signatories.**

23 Any person executing this Settlement Agreement or any related document on behalf of a
24 corporate signatory warrants and promises for the benefit of all Parties that such person has been
25 duly authorized by such corporation to execute this Settlement Agreement or any related document.

26 55. **Representation By Counsel.**

27 All of the Parties hereto acknowledge that they have been represented by counsel throughout
28 all negotiations which preceded the execution of this Settlement Agreement and that this Agreement

has been executed with the consent and advice of counsel.

56. **Attorneys' Fees And Costs.**

Except as otherwise provided in this Agreement, the Parties will bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event of a proven breach of this Agreement, the breaching party will be required to pay the prevailing Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

57. **California Code of Civil Procedure § 384 Does Not Apply.**

The Parties agree that, since this is not a class action, California Code of Civil Procedure § 384 does not apply to this Agreement.

IT IS SO AGREED:

Dated: 10/3/2022

PLAINTIFF CINDY DUNCAN

DocuSigned by:
Cindy Duncan
CEBF19713B6B453...
Cindy Duncan

Dated: 10/4/2022

DEFENDANT ROTH STAFFING
COMPANIES L.P.

DocuSigned by:
Jennifer Jech Simonson
E9C62A9882FD46B...
By: Jennifer Jech Simonson
Its: General Counsel and SVP

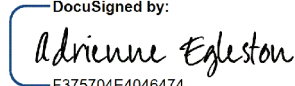
Dated: 10/7/2022 | 9:23:23 PM PDT

DEFENDANT INFINEON
TECHNOLOGIES AMERICAS CORP.

DocuSigned by:
Jacqueline Voss
9F5F4DB2FB334CC...
By: Jacqueline Voss
Its: Director, HR

1 Dated: 10/10/2022 | 9:58:06 AM PDT
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DEFENDANT INFINEON
TECHNOLOGIES AMERICAS CORP.

4 By: 
5 Its: F375704E4046474...
6 HRBP

7
8 Dated: 10/3/2022
9

APPROVED AS TO FORM ONLY:

MOON & YANG, APC

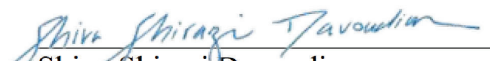


Kane Moon
Allen Feghali
Edwin Kamarzarian
Attorneys for Plaintiff

10
11
12
13
14
15 Dated: 10/07/2022
16

APPROVED AS TO FORM ONLY:

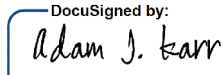
LITTLER MENDELSON, P.C.


Shiva Shirazi Davoudian

Attorney for Defendant
ROTH STAFFING COMPANIES, L.P.

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21 Dated: 10/10/2022 | 8:35:07 PM PDT
22

O'MELVENY & MYERS, LLP

23 
24 0BF08353AAEA418...
25 Adam J. Karr
26 Andrew Lichtenstein
27 Allan Gustin

Attorneys for Defendant
INFINEON TECHNOLOGIES AMERICAS
CORP.

EXHIBIT A

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Edwin Kamarzarian (SBN 327830)
MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kane.moon@moonyanglaw.com
E-mail: allen.feghali@moonyanglaw.com
E-mail: edwin.kamarzarian@moonyanglaw.com

Attorneys for Plaintiff Cindy Duncan

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CINDY DUNCAN, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

ROTH STAFFING COMPANIES, L.P., a
limited partnership; INFINEON
TECHNOLOGIES AMERICAS CORP., a
Delaware corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 21STCV16928

*[Assigned for all purposes to Terry Green,
Dept. 14]*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION TO
APPROVE SETTLEMENT AGREEMENT
AND RELEASE OF PAGA CLAIMS
PURSUANT TO LABOR CODE SECTION
2698 ET SEQ.**

Date: November 17, 2022
Time: 8:30 a.m.
Dept: 14

*Filed with Notice and Motion to Approve
Settlement, and Declaration of Kane Moon*

1 **ORDER**

2 The Court having considered Plaintiff Cindy Duncan's ("Plaintiff's") Notice of
3 Motion and Motion for Approval of PAGA Settlement ("Motion"), which is unopposed by
4 Defendants Roth Staffing Companies, L.P. and Infineon Technologies Americas Corp.
5 (together, "Defendants") (collectively, the "Parties"), the supporting declaration and
6 exhibits thereto, all papers filed and proceedings had herein, and having reviewed the
7 record in the Action, and good cause appearing,

8 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

9 1. The Court, for purposes of this Final Order and Judgment, refers to all defined
10 terms as set forth in the Settlement Agreement and Release of PAGA Claims.

11 2. The Court has jurisdiction over this Action, the Parties, the Name Plaintiff,
12 Defendants, and the Aggrieved Employees.

13 3. The Settlement is hereby accepted and approved;

14 4. Plaintiff and all PAGA Settlement Members, by operation of this Final Order
15 and Judgment, hereby fully, finally, and forever release, relinquish, and discharge the
16 Released Parties from all Released Claims as follows:

17 a. In exchange for the consideration, undertakings, and covenants agreed
18 to by Defendants in this Agreement, and to the fullest extent permitted by
19 applicable law, the Plaintiff, on behalf of herself, the Aggrieved Employees,
20 and the State of California, hereby release, discharge, and covenant not to sue
21 Defendants, and all of their respective past and present employees, directors,
22 officers, attorneys, representatives, insurers, agents, parents, subsidiaries,
23 affiliates, related companies, predecessors, successors, lessees, and assigns, and
24 any entity that could be jointly liable with any of these (individually and
25 collectively "Defendants Releasees") from and with respect to all actions,
26 causes of action, suits, liabilities, claims, and demands whatsoever, and each of
27 them, for the PAGA Period, which the Plaintiff, the Aggrieved Employees, and
28

1 the State of California have against Defendants Releasees, or any of them,
2 under PAGA (including but not limited to claims under PAGA for civil
3 penalties under California Labor Code §§ 558, 256, 226.3, and 2699(f)), which
4 are asserted in the Action, which includes the PAGA letter filed on May 1,
5 2021, or could have been raised in this Action, including in the PAGA letter
6 filed on May 1, 2021, based upon the facts set forth therein, including, but not
7 limited to (i) failure to pay for all hours worked, including but not limited to
8 minimum wages and overtime wages (Cal. Lab. Code §§ 204, 510, 1194,
9 1194.2, 1197, 1198); (ii) failure to provide meal periods (Cal. Lab. Code §§
10 226.7, 512); (iii) failure to authorize and permit rest periods (Cal. Lab. Code §
11 226.7); (iv) failure to maintain accurate records of hours worked and meal
12 periods (Cal. Lab. Code §§ 1174 & 1174.5; (v) failure to reimburse and
13 indemnify for business expenses (Lab. Code § 2802); (vi) failure to timely pay
14 all wages at termination (Cal. Lab. Code §§ 201-203); (vii) failure to furnish
15 accurate itemized wage statements (Cal. Lab. Code § 226); and (viii) unfair
16 business practices (Cal. Bus & Prof. Code § 17200) and interest thereon (Cal.
17 Lab. Code § 218.6).

18 b. The State of California, including the Labor Workforce and
19 Development Agency (“LWDA”), shall be bound by the release of PAGA
20 claims set forth in the Settlement Agreement and above. In addition, all
21 aggrieved employees attempting to stand in the shoes of the LWDA and/or the
22 state of California and other purported “aggrieved employees” under the
23 PAGA, or attempting to recover penalties from a PAGA action filed by another
24 purported “aggrieved employee,” shall be bound by the release of PAGA
25 claims set forth in the Settlement Agreement and above, and shall be barred
26 from prosecuting and/or participating in such PAGA action and/or PAGA
27 recovery.
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1 c. In exchange for the consideration, undertakings, and covenants
2 undertaken by Defendants in this Agreement, including but not limited to the
3 payment of the Service Award, and to the fullest extent permitted by applicable
4 law, Plaintiff hereby releases, discharges, and covenants not to sue the
5 Defendants Releasees with respect to and from any and all claims, charges of
6 discrimination, demands, liens, agreements, contracts, covenants, actions, suits,
7 causes of action, disputed wages, obligations, debts, expenses, attorneys' fees,
8 damages, penalties, interest, judgments, orders and liabilities of whatever kind
9 or nature in law, equity or otherwise, whether now known or unknown,
10 suspected or unsuspected, and whether or not concealed or hidden, which she
11 now owns or holds or she has at any time heretofore owned or held, arising out
12 of or in any way connected with her employment, separation of employment,
13 application for employment, or any other relationship with the Defendants
14 Releasees or any other transactions, occurrences, acts or omissions or any loss,
15 damage or injury whatever, known or unknown, suspected or unsuspected,
16 resulting from any act or omission by or on the part of said Defendants
17 Releasees, or any of them, committed or omitted prior to the date of the Final
18 Order and Judgment (collectively, "Plaintiff's Released Claims"). The Parties
19 intend the Plaintiff's release to be general and comprehensive in nature and to
20 release all Plaintiff's Released Claims and potential Plaintiff's Released Claims
21 against the Defendants Releasees to the maximum extent permitted at law.
22 Plaintiff's Released Claims include specifically, by way of description, but not
23 by way of limitation, any and all claims arising out of or in any way related to:
24 (i) any interactions between the Plaintiff and the Defendants Releasees; (ii) the
25 Plaintiff's employment, separation of employment, application for employment,
26 contractual, and/or quasi-contractual relationship with the Defendants
27 Releasees; (iii) any allegations as to disputed wages, remuneration, and/or other
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1 compensation, due by operation of statute, ordinance, regulation, wage order,
2 contract, or quasi-contract; (iv) any federal, state, or local law prohibiting
3 discrimination, harassment, or retaliation on the basis of age, race, color,
4 ancestry, religion, disability, sex, sexual orientation, national origin,
5 citizenship, or any other protected characteristic, including, without limitation,
6 any claims under Title VII, the California Fair Employment and Housing Act,
7 the California Labor Code, the California IWC Wage Orders, the Employee
8 Retirement Income Security Act, and the Americans With Disabilities Act or
9 any other similar statutes whatever the city, county, state, or country of
10 enactment; (v) any claims under the Family and Medical Leave Act of 1993
11 and/or the California Family Rights Act; (vi) any transactions, occurrences,
12 acts, statements, disclosures, or omissions occurring prior to the date of the
13 Final Order and Judgment; and (vii) any other tort or contract claims.

14 d. All PAGA Settlement Member Are Bound By The Settlement. Because
15 this is a PAGA action, pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th
16 969 (2009), no PAGA Settlement Member has the right to exclude himself or
17 herself from the Settlement. All PAGA Settlement Members will be bound by
18 this Settlement Agreement, upon its approval by the Court, regardless of
19 whether he or she negotiates (*i.e.* cashes or deposits) his or her settlement check
20 for the Individual Settlement Payments.

21 e. “PAGA Period” shall mean the period starting on May 1, 2020
22 through June 30, 2022, or an alternative date to be selected by Defendants, at
23 their sole discretion, subject to the provisions set forth in Paragraph 27 of the
24 Settlement Agreement.

25 5. The Parties shall bear their own respective attorneys’ fees and costs, except as
26 otherwise provided for in the Settlement and approved by the Court.
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1 6. The Settlement is not an admission by Defendants as defined below, nor is this
2 Order a finding of the validity of any allegations or of any wrongdoing by Defendants.
3 Neither this Order, the Settlement, nor any document referred to herein, nor any action taken
4 to carry out the Settlement, may be used as an admission of any fault, wrongdoing, omission,
5 concession, or liability whatsoever by or against Defendants.

6 7. Defendants shall fund the Gross Settlement Amount in accordance with the
7 terms of the Settlement Agreement, and the funds shall be dispersed by the Settlement
8 Administrator in accordance with the terms of the Settlement Agreement:

- 9 a. Actual administration costs of up to \$7,650.00, payable to the Settlement
10 Administrator ILYM Group for administration of the Settlement;
- 11 b. Attorneys' fees to Plaintiff's Counsel in the amount of \$78,750.00 (35%);
- 12 c. Reimbursement for actual costs incurred by Plaintiff's Counsel in the amount
13 of \$13,599.19; and
- 14 d. The remaining amount to the PAGA Fund, which shall be allocated as set
15 forth in Labor Code § 2699(d), with 75% allocated to the LWDA, and the
16 remaining 25% to the PAGA Members on a pro-rata basis. Aggrieved
17 Employees shall have 180 calendar days after the date the PAGA Packet is
18 mailed to them to cash their settlement payment checks. If any Aggrieved
19 Employee's check is not cashed within that period, the settlement payment
20 check will be voided and a stop-payment will be issued. Neither Defendants,
21 Defendants' counsel, Plaintiff, nor PAGA Counsel will have any liability for
22 lost or stolen settlement payment checks, forged signatures on settlement
23 payment checks, unauthorized negotiation of settlement payment checks or
24 failure to timely cash a settlement payment check within the 180-day period.
25 After 180 days from the date of their mailing by the Settlement
26 Administrator, any uncashed checks will be void and escheat to the
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1 California State Controller's Office in the name of the Class Member who
2 did not cash his or her check.

3 8. "Effective Date" means the date on which all of the following events have
4 occurred: a. Entry by the Court of the Final Order and Judgment, appointment of
5 PAGA Counsel, and appointment of the Settlement Administrator. b. Submission
6 by PAGA Counsel of both this Agreement and the Final Order and Judgment to
7 the LWDA in accordance with California Labor Code § 2699(l). c. The
8 occurrence of the "Effective Date of Judgment," which shall be deemed to be the
9 last to occur of the following: i) If an appeal or other review is sought from the
10 Final Order and Judgment, the next day after the Final Order and Judgment is
11 affirmed or the appeal or other review is dismissed or denied, and the judgment
12 is no longer subject to judicial review or other challenge; or ii) If an appeal or
13 other review is not sought from the Final Order and Judgment, the sixty-fifth
14 (65th) calendar day after the Final Order and Judgment is signed and entered by
15 the Court.

16 9. Defendants shall deposit the Total Settlement Payment with the Settlement
17 Administrator within thirty (30) days following the Effective Date.

18 10. Within forty five (45) days after the Effective Date, the Settlement
19 Administrator shall pay to the LWDA an amount equivalent to seventy-five percent (75%)
20 of the PAGA Fund, or as otherwise directed by the Court

21 11. Within forty five (45) days after the Effective Date, the Settlement
22 Administrator shall distribute to PAGA Settlement Members their individual portion of the
23 PAGA Fund (the "Individual Payment"), or as otherwise directed by the Court.

24 12. Within forty five (45) days after the Effective Date, the Settlement
25 Administrator shall distribute to the Plaintiff's Counsel their court-approved Plaintiff's
26 Counsel Payment and approved litigation costs.

1 13. The Court hereby confirms Kane Moon, Allen Feghali, and Edwin Kamarzarian
2 of Moon & Yang, APC as PAGA Counsel.

3 14. The Court finds that the fees requested by Plaintiff's Counsel of \$78,750 (35%)
4 of the total settlement amount is reasonable, and the costs requested of up to \$15,000.00 were
5 reasonable and necessary for the prosecution of this action. The Court hereby awards
6 attorney's fees in the amount of \$78,750.00 and costs in the amount of \$13,599.19 to
7 Plaintiff's Counsel for their attorneys' costs. The payment of fees and costs to Plaintiff's
8 Counsel shall be made in accordance with the terms of the Settlement. The Court further
9 approves payment to Plaintiff for \$10,000.00 in exchange for a general release.

10 15. The Court approves of the proposed letter attached to the Settlement as Exhibit
11 B to be sent to PAGA Members along with their respective settlement check.

12 16. This action is dismissed in its entirety with prejudice.

13 17. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within
14 ten calendar days after entry of the Order and Judgment.

15 18. This Court shall retain jurisdiction, pursuant to C.C.P. section 664.6, over this
16 action, the Parties, and the PAGA Settlement Members to the fullest extent necessary to
17 interpret, enforce, and effectuate the terms and intent of the Settlement and this Order and
18 Judgment.

19 19. The Parties are hereby authorized, without needing further approval from the
20 Court, to agree to and adopt such amendments to, and modifications and expansions of, the
21 Settlement, as are in writing and signed by the parties' counsel and are consistent with this
22 Final Approval Order.

23 20. The Court sets a status conference re: final accounting for _____, 2023. At
24 least nine court days prior to the hearing, Plaintiff shall submit a final report including the
25 actual amounts paid to aggrieved employees, the other amounts distributed under the
26 settlement, and the amounts tendered to the Unclaimed Property Division
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IT IS SO ORDERED.

DATED: _____

HON. TERRY GREEN
LOS ANGELES COUNTY SUPERIOR COURT

EXHIBIT B

[CLAIMS ADMINISTRATOR LETTERHEAD]

Mailing Date

NOTICE OF SETTLEMENT

Re: Duncan v. Roth Staffing Companies, L.P., et al. Case No. 21STCV16928 filed on May 4, 2021 (the "Lawsuit")

[claims admin info]

You have received the enclosed check in connection with the Settlement of the above-referenced lawsuit brought by a former employee Cindy Duncan ("Plaintiff") against ROTH STAFFING COMPANIES, L.P. and INFINEON TECHNOLOGIES AMERICAS CORP. ("Defendants") for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. ("PAGA").

Plaintiff claimed she and other non-exempt employees of Defendants employed anytime from May 1, 2020 through [DATE] were subjected to various Labor Code violations for which they sought penalties under PAGA.

Defendants deny, all allegations and liability, but to avoid further time and expense of protracted and uncertain litigation, Defendants and Plaintiff have agreed to settle the lawsuit for civil penalties. The settlement, approved by the Court on [DATE], resolves the alleged PAGA claims brought on behalf of all past and present non-exempt hourly employees of Defendants who worked in California at any time from May 1, 2020 and [DATE] ("PAGA Group").

Pursuant to the Court's order, a payment of \$225,000.00 was approved in settlement of this lawsuit. Upon the date of entry of that order approving this Settlement, and payment of all funds due under this Settlement, the LWDA and all individuals covered by this Settlement, including you, will fully release and forever discharge the Defendants (and other releasees described in the Settlement) from any and all released claims, from May 1, 2020 to [DATE], defined as those all PAGA claims asserted in this Action and, which includes the PAGA letter filed on May 1, 2021, or that could have been raised in this Action or, including in the PAGA letter filed on May 1, 2021, based upon the facts set forth therein, including but not limited to, (i) failure to pay for all hours worked, including minimum wages and overtime wages (Cal. Lab. Code §§ 204, 510, 1194, 1194.2, 1197, 1198); (ii) failure to provide meal periods (Cal. Lab. Code §§ 226.7, 512); (iii) failure to authorize and permit rest periods (Cal. Lab. Code § 226.7); (iv) failure to maintain accurate records of hours worked and meal periods (Cal. Lab. Code §§ 1174 & 1174.5); (v) failure to reimburse and indemnify for business expenses (Cal. Lab. Code § 2802); (vi) failure to timely pay all wages at termination (Cal. Lab. Code §§ 201-203); (vii) failure to furnish accurate itemized wage statements (Cal. Lab. Code § 226); and (viii) unfair business practices (Cal. Bus & Prof. Code § 17200) and interest thereon (Cal. Lab. Code § 218.6).

After accounting for Plaintiff's Counsel's attorneys' fees of \$78,750.00 and reimbursement of litigation costs of \$ [REDACTED], settlement administration costs of \$ [REDACTED], and \$10,000.00 as a service award and individual settlement to Plaintiff, the remaining sum called the "PAGA Payment" has been divided pursuant to California law as follows: \$ [REDACTED] (75%) to the State of California Labor Workforce Development Agency and \$ [REDACTED] (25%) to all PAGA Group employees to be shared on a proportionate basis. The enclosed check represents your share based upon the number of pay periods you worked during the period from May 1, 2020 and [DATE] ("PAGA Period"). An IRS 1099 form is enclosed. You will be solely responsible for paying federal, state, or local taxes, if any, on the amount of your check.

Regardless of whether you cash or deposit the enclosed check, by way of this Settlement and the corresponding final order, for the PAGA Period, each settlement individual covered by this Settlement shall fully release

Defendants for all claims for civil penalties under PAGA as alleged in the LWDA letter and Plaintiff's operative complaint filed in this Action, as well as claims reasonably could have been asserted under PAGA based upon the facts alleged in the LWDA Letter and Plaintiff's Complaint filed in this Matter.

Your enclosed check is valid for 180 days from the date of its issuance. **It is strongly recommended that you cash or deposit this check immediately.** After that date, you cannot cash the check and it will be null and void and the amount forwarded to the State of California Controller's Office Unclaimed Property Division for further handling. **Even if you fail to cash the enclosed check, you will still be deemed to have waived all claims arising from the Lawsuit, including all claims set forth in the release of claims described above.**

If the check is lost or misplaced, please contact the Administrator immediately, [xxx-xxx-xxxx] to have it reissued. If you have any questions about your check, please contact the [insert administrator information].