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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**
11

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

13 Plaintiff,

14
15 vs.

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

20 Defendants
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Case No. 21STCV16928

[Hon. Judge Terry Green, Dept. 14]

**FIRST AMENDED SETTLEMENT
AGREEMENT AND RELEASE OF PAGA
CLAIMS**

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

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25 *Infineon Technologies Americas Corp.*

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(I).

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 26, 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 \$114,463.77, which
17 includes the LWDA Payment as well as the PAGA Aggrieved Employee Payment.

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

20 13. **“PAGA Aggrieved Employee Payment”** means a payment of 25% of the Gross
21 Settlement Amount, which the Parties have agreed to pay the Aggrieved Employees in connection
22 with the settlement of the PAGA Claim.

23 14. **“PAGA Claim”** means the claim or claims for any and all forms of penalties,
24 compensation, or relief under the California Labor Code Private Attorneys General Act of 2004
25 (Cal. Lab. Code §§ 2698 *et seq.*, “PAGA”) alleged in the Action and stated in Plaintiff’s May 1,
26 2021 notice letter to the LWDA.

27 15. **“PAGA Counsel”** means Moon Law Group, PC, including Kane Moon, Allen
28 Feghali, and Charlotte Mikat-Stevens.

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

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

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

20. The Parties have conducted a thorough investigation into the facts of the Action. This included exchanging data and information as well as documents relating to the underlying alleged violations. After attending a mediation with Jeffrey A. Ross, Esq. on May 18, 2022, the Parties entered into an agreement, formalized herein, which they believe is fair, reasonable, and

adequate. The Parties understand, acknowledge, and agree that this Settlement Agreement constitutes a compromise of Representative Plaintiff's and the Aggrieved Employees' PAGA Claim, and that it is the desire and intention of the Parties to effect a final and complete resolution of the PAGA Claim as well as Plaintiff's individual claims.

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

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

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

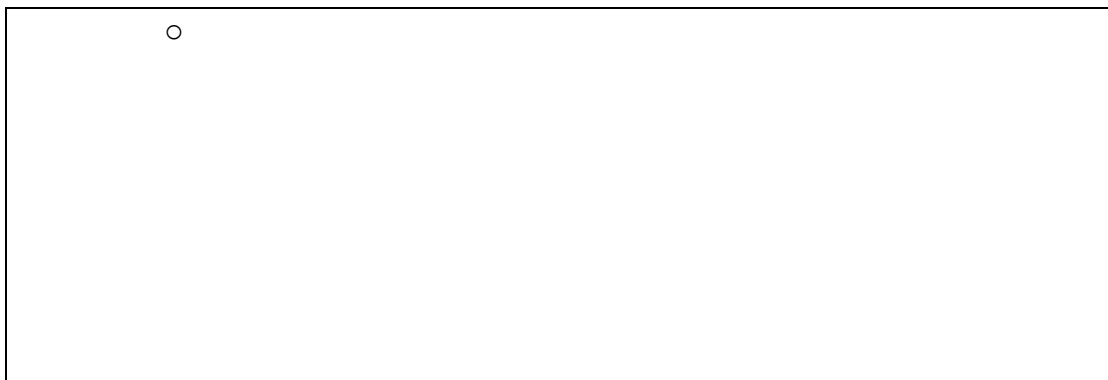
TERMS AND CONDITIONS

24. The following table summarizes the allocation of the payments owed under this settlement (which shall be funded \$125,000 by Defendant Roth and \$100,000 by Defendant Infineon):

- | | |
|----|---|
| a. | The Gross Settlement Amount: \$114,463.77 |
| b. | Attorneys' Fees: \$78,750.00 |
| c. | Attorneys' Costs: \$14,136.23 |
| d. | Service Award to Plaintiff: \$10,000.00 |
| e. | Settlement Administration Costs: \$7,650.00 |

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25. 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 \$114,463.77, the Attorneys' Fees, Attorneys' Costs, Payment to Plaintiff, and Settlement Administration Costs, as follows: \$125,000 by Defendant Roth and \$100,000 by Defendant Infineon. No portion of the Gross Settlement Amount shall be disbursed or distributed until after the Effective Date. Subject to Paragraph 26, the sum of the Gross Settlement Amount, the Attorneys' Fees, Attorneys' Costs, Service Award to Plaintiff, and Settlement Administration Costs is the maximum amount that Defendants shall be required to pay for settlement of this Action.

26. Defendant Roth represents that the Gross Settlement Amount, the Attorneys' Fees, Attorneys' Costs, Payment to Plaintiff, and Settlement Administration Costs were negotiated and are 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 sum total of all payments due under the terms of this Settlement 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 total 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.

1 27. **Settlement Approval and Administration.**

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

7 b. PAGA Counsel shall file a Motion for Approval of the Settlement with the
8 Court, and set the Motion for Approval for hearing ("Approval Hearing"). In conjunction with this
9 motion, PAGA Counsel shall submit this Agreement and supporting papers, and the proposed Final
10 Order and Judgment. The Final Order and Judgment shall reflect, *inter alia*, the settlement and
11 entry of judgment in this Action and the Court's approval of the settlement pursuant to the terms of
12 this Agreement, provide for the payment of the Gross Settlement Amount, the Attorneys' Fees,
13 Attorneys' Costs, Payment to Plaintiff, and Settlement Administration Costs to the Settlement
14 Administrator to be distributed pursuant to this Agreement, contain the release of claims of the
15 Aggrieved Employees (including the Plaintiff), and state that the Court's Final Order and Judgment
16 shall bar and be res judicata with respect to any claims asserted by the Aggrieved Employees
17 (including the Plaintiff) that are covered by this Agreement and the release of claims herein.

18 c. Pursuant to California Labor Code § 2699(1)(2), PAGA Counsel shall submit
19 a fully-executed copy of this Agreement to the LWDA on the same day that the Motion for Approval
20 of the Settlement and this Agreement are filed with the Court. With the submission of this
21 Agreement to the LWDA, PAGA Counsel shall provide the LWDA with notice of the date
22 scheduled for the Approval Hearing. Any objections or opposition by the LWDA to the Settlement
23 must be presented to the Court before or at the Approval Hearing. Failure by the LWDA to object
24 to or oppose approval of the Settlement within this time will waive any right of the LWDA to appeal
25 the Final Order and Judgment. Accordingly, if the LWDA does not assert any objection or
26 opposition to this Settlement, the Final Order and Judgment shall state that the Court received no
27 objection or opposition from the LWDA, and, therefore, the LWDA has waived any right to appeal
28 the Final Order and Judgment. Pursuant to California Labor Code § 2699(1)(3), PAGA Counsel

1 shall submit a copy of the Final Order and Judgment along with the final Agreement as approved
2 by the Court to the LWDA no later than ten (10) calendar days after its entry by the Court.

3 28. **Effect of Non-Approval or Failure of the Effective Date to Occur.**

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

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

9 b. The Parties expressly reserve their rights with respect to the prosecution and
10 defense of this Action as if this Agreement never existed. In particular, Defendants do not waive,
11 but rather expressly reserve, all rights to challenge any and all claims and allegations asserted in this
12 Action upon all procedural and substantive grounds, including the ability to challenge representative
13 treatment on any grounds and to assert any and all potential defenses or privileges. The Parties
14 agree that Defendants retain and reserve these rights, and they agree not to take a position to the
15 contrary. Specifically, the Parties agree that, if this Action were to proceed, they will not present
16 any argument based on this Agreement, or any exhibit, attachment, act performed or document
17 executed pursuant to this Agreement;

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

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

23 e. Notwithstanding the foregoing, the Parties agree that, if the Settlement does
24 not proceed for any reason, the Parties' rights and obligations in this Action will be tolled from May
25 18, 2022, to the date that the Settlement is determined to be void.

26 29. **Settlement Administration Costs, Attorney's Fees and Costs, and Service**
27 **Award.**

28 The Parties agree, subject to Court approval, that the Gross Settlement Amount shall be paid

1 in addition to the Attorneys' Fees, Attorneys' Costs, Payment to Plaintiff, and Settlement
2 Administration Costs as follows:

3 a. Settlement Administration Costs: The fees and costs associated with
4 settlement administration (*e.g.*, preparing and mailing payments to the Aggrieved Employees, tax
5 documentation, etc.) (the "Settlement Administration Costs") will be paid from the Gross Settlement
6 Amount and are estimated not to exceed \$7,650.00. The Parties agree to use ILYM Group, Inc. as
7 the Settlement Administrator. The Settlement Administrator shall be responsible for, *inter alia*,
8 calculating the Individual PAGA Payment; mailing payments to the Aggrieved Employees; issuing
9 necessary tax forms to PAGA Settlement Members and government agencies, as needed;
10 researching and updating addresses through skip-traces and similar means; answering questions
11 from Aggrieved Employees; reporting on the status of the Settlement to the Parties; preparing
12 declarations regarding its due diligence in completing and facilitating the settlement administration
13 process; providing the Defendants with data regarding the calculation of distributions; providing
14 Plaintiff anonymized data regarding the calculation of distributions; establishing and maintaining a
15 non-interest-bearing distribution account for purposes of distributing the Individual PAGA
16 Payment, distribution of attorneys' fees and costs, the Service Award, and the payment to the
17 LWDA; and performing such other tasks as required to administer this Agreement or as directed by
18 the Parties. Any unused portion of the Settlement Administration Costs shall be distributed to the
19 Aggrieved Employees and LWDA on a pro-rata basis.

20 b. PAGA Counsel's Appointment and Attorneys' Fees and Costs: The Parties
21 agree that, subject to the Court's review and approval, PAGA Counsel shall be Kane Moon, Allen
22 Feghali, and Charlotte Mikat-Stevens of Moon & Yang, APC, 1055 W. Seventh St., Suite 1880, Los
23 Angeles, California 90017, (213) 232-3128 (phone), (213) 232-3125 (facsimile), and will be paid
24 in addition to the Gross Settlement Amount in the amount of \$78,750.00, plus actual litigation costs,
25 not to exceed \$14,136.23. This Action alleges a claim for attorneys' fees and costs pursuant to,
26 *inter alia*, the California Labor Code. The Parties agree that any and all such claims for attorneys'
27 fees and costs have been settled as a part of this Agreement. Any proceedings or Court decisions
28 related to PAGA Counsel's application for attorneys' fees, costs and expenses, and/or the Service

1 Award to Plaintiff shall not terminate or cancel this Agreement, or otherwise affect the finality of
2 the Court's Final Order and Judgment, or affect the settlement and releases set forth herein
3 concerning this Action. Further, nothing in this Agreement shall prevent, waive, impair or impinge
4 upon PAGA Counsel's right to appeal the Court's decision related to the application for attorneys'
5 fees, costs and expenses, and/or the Service Award.

6 c. Service Award To Representative Plaintiff: Subject to Court approval, Ten
7 Thousand Dollars (\$10,000.00) will be paid in addition to the Gross Settlement Amount to Plaintiff,
8 as additional compensation for her service as the PAGA representative, the time and effort expended
9 by her in doing so, and in consideration for the claims released by her herein (the "Service Award").
10 Defendants will not oppose PAGA Counsel's application for the Service Award. Any Service
11 Award will be in addition to the amount that Plaintiff may be entitled to receive as an Aggrieved
12 Employee; however, the releases set out in this Agreement shall bind Plaintiff regardless of whether
13 and to what extent she recovers as an Aggrieved Employee, and the Service Award shall be adequate
14 consideration for said releases. The Plaintiff, PAGA Counsel, and the Aggrieved Employees shall
15 not seek payment of any additional service award except as set forth herein.

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

17 a. For the purpose of calculating applicable taxes:
18 i) Each of the Aggrieved Employees shall be individually responsible
19 for his or her share of taxes attributable to receipt of his or her Individual PAGA Payment.
20 ii) One hundred percent (100%) of the payments made pursuant to this
21 Paragraph shall be allocated as ordinary income, payable on a Form 1099. No part of any
22 payment shall be classified as wages.

23 31. **Calculation of Payments to the LWDA and Aggrieved Employees.**

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

28 b. The Settlement Administrator will allocate twenty-five percent (25%) of the

1 Gross Settlement Amount to the Aggrieved Employees (the “Aggrieved Employees Fund”).

2 c. The Settlement Administrator shall perform the following calculation for
3 determining the Individual PAGA Payments to the Aggrieved Employees from the Aggrieved
4 Employees Fund:

5 i) The total number of pay periods worked by each Aggrieved
6 Employee, as set forth in the Spreadsheet (as defined in Paragraph 32.c), divided by the total
7 number of pay periods worked by all Aggrieved Employees, which shall be 7,163 subject to any
8 changes pursuant to Paragraph 26. The resulting quotient shall be the “Pro Rata Calculation.”

9 ii) The dollar amount of the disbursement to each Aggrieved Employee
10 (the “Individual PAGA Payment”) shall be the number which results from multiplying the Pro
11 Rata Calculation by the total dollar amount of the Aggrieved Employees Fund.

12 d. The Aggrieved Employees Fund will be paid solely from the Gross
13 Settlement Amount.

14 32. **Process for Distribution of the Gross Settlement Amount.**

15 a. Upon the Court entering the Final Order and Judgment, and within seven (7)
16 days after the Effective Date, the Settlement Administrator shall send Defendants’ counsel
17 electronic wiring instructions to fund the Gross Settlement Amount, Attorneys’ Fees, Attorneys’
18 Costs, Settlement Administration Costs, and the Service Award.

19 b. Defendants shall fund the Gross Settlement Amount, Attorneys’ Fees,
20 Attorneys’ Costs, Settlement Administration Costs, and the Service Award not later than thirty (30)
21 days following the Effective Date , as provided for herein.

22 c. Within twenty-one (21) days after the Effective Date and to the extent
23 possible based on the presence of information in their records, Defendants shall provide to the
24 Settlement Administrator a spreadsheet (“Spreadsheet”) in electronic format that contains the name,
25 last known home address and telephone number, social security number, and the number of pay
26 periods attributable to each PAGA Settlement Member during the PAGA Period.

27 d. Defendants shall meet-and-confer with the Settlement Administrator
28 regarding the format of the Spreadsheet and cooperate to provide any additional information which

1 the Settlement Administrator may request that is reasonable and necessary for the purpose of
2 distributing the Individual PAGA Payments and otherwise administering this Agreement.

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

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

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

20 h. Aggrieved Employees shall have 180 days after the date the PAGA Packet is
21 first mailed to them to cash their Individual PAGA Payment. If any Aggrieved Employee's check
22 is not cashed within that period, the Individual PAGA Payment check will be voided and a stop-
23 payment will be issued. Neither Defendants, Defendants' counsel, Plaintiff, nor PAGA Counsel
24 will have any liability for lost or stolen Individual PAGA Payment check, forged signatures on
25 Individual PAGA Payment check, unauthorized negotiation of Individual PAGA Payment check or
26 failure to timely cash an Individual PAGA Payment check within the 180-day period.

27 i. Any unpaid cash residue or unclaimed portion of the Aggrieved Employee
28 fund, plus any accrued interest that has not otherwise been distributed pursuant to order of the Court,

1 shall be transmitted to California State Controller's Office for Unclaimed Property in the name of
2 each Aggrieved Employee who failed to cash their Individual PAGA Payment prior to the void date.

3 33. **Releases.**

4 a. In exchange for the consideration, undertakings, and covenants agreed to by
5 Defendants in this Agreement, and to the fullest extent permitted by applicable law, the Plaintiff, on
6 behalf of herself, the Aggrieved Employees, and the State of California, hereby release, discharge,
7 and covenant not to sue Defendants, and all of their respective past and present employees, directors,
8 officers, attorneys, representatives, insurers, agents, parents, subsidiaries, affiliates, related
9 companies, predecessors, successors, lessees, and assigns, and any entity that could be jointly liable
10 with any of these (individually and collectively "Defendants Releasees") from and with respect to
11 all actions, causes of action, suits, liabilities, claims, and demands whatsoever, and each of them,
12 for the PAGA Period, which the Plaintiff, the Aggrieved Employees, and the State of California
13 have against Defendants Releasees, or any of them, under PAGA (including claims under PAGA
14 for civil penalties under California Labor Code §§ 558, 256, 226.3, and 2699(f)), which are asserted
15 in the Action, which includes the PAGA letter filed on May 1, 2021, or could have been raised in
16 this Action, including in the PAGA letter filed on May 1, 2021, based upon the facts set forth therein,
17 including, (i) failure to pay for all hours worked, including minimum wages and overtime wages
18 (Cal. Lab. Code §§ 204, 510, 1194, 1194.2, 1197, 1198); (ii) failure to provide meal periods (Cal.
19 Lab. Code §§ 226.7, 512); (iii) failure to authorize and permit rest periods (Cal. Lab. Code § 226.7);
20 (iv) failure to maintain accurate records of hours worked and meal periods (Cal. Lab. Code §§ 1174
21 & 1174.5; (v) failure to reimburse and indemnify for business expenses (Lab. Code § 2802); (vi)
22 failure to timely pay all wages at termination (Cal. Lab. Code §§ 201-203); (vii) failure to furnish
23 accurate itemized wage statements (Cal. Lab. Code § 226); and (viii) unfair business practices (Cal.
24 Bus & Prof. Code § 17200) and interest thereon (Cal. Lab. Code § 218.6).

25 b. In exchange for the consideration, undertakings, and covenants undertaken
26 by Defendants in this Agreement, including but not limited to the payment of the Service Award,
27 and to the fullest extent permitted by applicable law, Plaintiff hereby releases, discharges, and
28 covenants not to sue the Defendants Releasees with respect to and from any and all claims, charges

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

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

7 34. **Waiver of California Civil Code Section 1542.**

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

13 “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
14 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
15 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
16 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
17 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
18 DEBTOR OR RELEASED PARTY.”

19 As to any and all of the claims released by Paragraph 34, Plaintiff understands fully the
20 statutory language of California Civil Code Section 1542, and, with this understanding, assume all
21 risks for claims released hereunder that have already arisen or may in the future arise, whether
22 known or unknown, suspected or unsuspected, and specifically waives all rights she may have under
23 California Civil Code § 1542, or any similar provision under state, federal, or local law. Plaintiff
24 understands that, if any of the facts relating in any manner to this Action, or to the release and
25 dismissal of claims as provided in this Agreement, are hereafter found to be other than or different
26 from the facts now believed to be true, she has expressly accepted and assumed that risk and agrees
27 that this Agreement and the release of claims as set forth in Paragraph 34 contained herein shall
28 nevertheless remain effective. As to any and all of the claims released by Paragraph 34, Plaintiff
desires and intends, or is deemed to desire and intend, that this Agreement shall be given full force
and effect according to each and all of its express terms and provisions, including those relating to

1 unknown and unsuspected claims, if any, as well as those relating to the claims referred to above.

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

7 **35. Settlement Fair and Reasonable.**

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

14 **36. Settlement the Result of Arm's-Length Bargaining.**

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

17 **37. Notices.**

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

23 **TO AGGRIEVED EMPLOYEES:**

24 KANE MOON
25 ALLEN FEGHALI
26 CHARLOTTE MIKAT-STEVENSON
27 MOON LAW GROUP, PC
28 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

38. **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.

39. **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.

40. **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.”

41. **Mutual Full Cooperation.**

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

42. **Non-Admission Of Liability.**

The Parties enter into this Agreement to resolve the dispute that has arisen between them

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

13 43. **Invalidation.**

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

17 44. **Entire Agreement.**

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

22 45. **Authorization To Act.**

23 PAGA Counsel warrants and represents that they are authorized by the Representative
24 Plaintiff, and counsel of record for Defendants warrant that it is authorized by Defendants, to take
25 all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement
26 Agreement to effectuate its terms, and to execute any other documents required to effectuate the
27 terms of this Settlement Agreement, except for any documents, including but not limited to this
28 Settlement Agreement, that are required to be executed by the Parties.

1 46. **Modification Only In Writing.**

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

4 47. **Binding On Successors.**

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

10 48. **No Prior Assignments.**

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

15 49. **Governing Law.**

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

21 50. **Counterparts.**

22 This Settlement Agreement may be executed in one or more counterparts, which may be
23 filed with the Court. All executed counterparts, and each of them, shall be deemed to be one and
24 the same instrument. Once available, a complete set of executed counterparts shall be filed with the
25 Court. Copies of the complete set of executed counterparts may be used for all purposes in lieu of
26 the originals, and shall have the same force and effect as the originals.

27 51. **Headings For Convenience Only.**

28 The descriptive headings of any paragraphs or sections of this Settlement Agreement are

1 inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

2 52. **Construction Of This Agreement.**

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

17 53. **Corporate Signatories.**

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

21 54. **Representation By Counsel.**

22 All of the Parties hereto acknowledge that they have been represented by counsel throughout
23 all negotiations which preceded the execution of this Settlement Agreement and that this Agreement
24 has been executed with the consent and advice of counsel.

25 55. **Attorneys' Fees And Costs.**

26 Except as otherwise provided in this Agreement, the Parties will bear responsibility for their
27 own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action
28 and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event

1 of a proven breach of this Agreement, the breaching party will be required to pay the prevailing
 2 Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

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

4 The Parties agree that, since this is not a class action, California Code of Civil Procedure §
 5 384 does not apply to this Agreement.

6
 7 **IT IS SO AGREED:**

8 Dated: 8/17/2023

PLAINTIFF CINDY DUNCAN

DocuSigned by:

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 Cindy Duncan

13 Dated: _____

DEFENDANT ROTH STAFFING
 COMPANIES L.P.

16 By: _____
 17 Its: _____

18 Dated: _____

DEFENDANT INFINEON
 TECHNOLOGIES AMERICAS CORP.

21 By: _____
 22 Its: _____

25 APPROVED AS TO FORM ONLY:

26 Dated: August 17, 2023

MOON LAW GROUP, PC

Charlotte Mikat-Stevens

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Kane Moon
Allen Feghali
Charlotte Mikat-Stevens

Attorneys for Plaintiff

APPROVED AS TO FORM ONLY:

Dated: _____

LITTLER MENDELSON, P.C.

Shiva Shirazi Davoudian

Attorney for Defendant
ROTH STAFFING COMPANIES, L.P.

Dated: _____

O'MELVENY & MYERS, LLP

Adam J. Karr
Andrew Lichtenstein
Allan Gustin

Attorneys for Defendant
INFINEON TECHNOLOGIES AMERICAS
CORP.

1 **IT IS SO AGREED:**

2 Dated: _____

PLAINTIFF CINDY DUNCAN

3

4

5

Cindy Duncan

6

7 Dated: 8/24/23

DEFENDANT ROTH STAFFING
COMPANIES L.P.

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By: 

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Its: _____

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8/24/2023 | 6:32:42 PM CEST

13 Dated: _____

DEFENDANT INFINEON
TECHNOLOGIES AMERICAS CORP.

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By: _____

Fernando Fontanillo Lopez

17

Its: VP Human Resources

18

19 Dated: 8/24/2023 | 7:32:41 PM CEST

DEFENDANT INFINEON
TECHNOLOGIES AMERICAS CORP.

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By: _____

Lauren Stewart

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Its: Sr. Manager, Employee Relations

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Dated: _____

APPROVED AS TO FORM ONLY:

MOON LAW GROUP, PC

Kane Moon
Allen Feghali
Charlotte Mikat-Stevens

Attorneys for Plaintiff

Dated: August 24, 2023

APPROVED AS TO FORM ONLY:

LITTLER MENDELSON, P.C.


Shiva Shirazi Davoudian

Attorney for Defendant
ROTH STAFFING COMPANIES, L.P.

Dated: 8/24/2023

APPROVED AS TO FORM ONLY:

O'MELVENY & MYERS, LLP


Adam J. Karr
Andrew Lichtenstein
Allan Gustin

Attorneys for Defendant
INFINEON TECHNOLOGIES
AMERICAS CORP.

EXHIBIT A

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Charlotte Mikat-Stevens (SBN 327047)
MOON LAW GROUP, PC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: cmikat-stevens@moonlawgroup.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 Hon. Cherol J.
Nellon, Dept. 14]*

**AMENDED [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.**

PAGA APPROVAL HEARING:

Date: November 28, 2023

Time: 8:30 a.m.

Dept: 14

Reservation ID:

*[Filed with Notice and Renewed 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 Renewed Motion for Approval of PAGA Settlement ("Motion"), which is
4 unopposed by Defendants Roth Staffing Companies, L.P. and Infineon Technologies
5 Americas Corp. (together, "Defendants") (collectively, the "Parties"), the supporting
6 declaration and exhibits thereto, all papers filed and proceedings had herein, and having
7 reviewed the 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 First Amended Settlement Agreement and Release of PAGA Claims
11 (the "Settlement Agreement" or "Settlement"). The Settlement Agreement was attached as
12 Exhibit 1 to the Declaration of Kane Moon in Support of Plaintiff's Renewed Motion to
13 Approve Settlement Agreement and Release of PAGA Claims Pursuant to Labor Code
14 Section 2698 *et seq.*

15 2. The Court has jurisdiction over this Action, the Parties, and the Aggrieved
16 Employees.

17 3. The Settlement is hereby accepted and approved.

18 4. Plaintiff, the LWDA, and all Aggrieved Employees, by operation of this Final
19 Order and Judgment, hereby fully, finally, and forever release, relinquish, and discharge the
20 Defendants Releasees from claims as follows:

21 a. In exchange for the consideration, undertakings, and covenants agreed
22 to by Defendants in this Agreement, and to the fullest extent permitted by
23 applicable law, the Plaintiff, on behalf of herself, the Aggrieved Employees,
24 and the State of California, hereby release, discharge, and covenant not to sue
25 Defendants, and all of their respective past and present employees, directors,
26 officers, attorneys, representatives, insurers, agents, parents, subsidiaries,
27 affiliates, related companies, predecessors, successors, lessees, and assigns, and
28

1 any entity that could be jointly liable with any of these (individually and
2 collectively “Defendants Releasees”) from and with respect to all actions,
3 causes of action, suits, liabilities, claims, and demands whatsoever, and each of
4 them, for the PAGA Period, which the Plaintiff, the Aggrieved Employees, and
5 the State of California have against Defendants Releasees, or any of them,
6 under PAGA (including claims under PAGA for civil penalties under California
7 Labor Code §§ 558, 256, 226.3, and 2699(f)), which are asserted in the Action,
8 which includes the PAGA letter filed on May 1, 2021, or could have been
9 raised in this Action, including in the PAGA letter filed on May 1, 2021, based
10 upon the facts set forth therein, including, (i) failure to pay for all hours
11 worked, including minimum wages and overtime wages (Cal. Lab. Code §§
12 204, 510, 1194, 1194.2, 1197, 1198); (ii) failure to provide meal periods (Cal.
13 Lab. Code §§ 226.7, 512); (iii) failure to authorize and permit rest periods (Cal.
14 Lab. Code § 226.7); (iv) failure to maintain accurate records of hours worked
15 and meal periods (Cal. Lab. Code §§ 1174 & 1174.5; (v) failure to reimburse
16 and indemnify for business expenses (Lab. Code § 2802); (vi) failure to timely
17 pay all wages at termination (Cal. Lab. Code §§ 201-203); (vii) failure to
18 furnish accurate itemized wage statements (Cal. Lab. Code § 226); and (viii)
19 unfair business practices (Cal. Bus & Prof. Code § 17200) and interest thereon
20 (Cal. Lab. Code § 218.6).

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

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

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

14 d. The State of California, including the Labor Workforce and
15 Development Agency (“LWDA”), shall be bound by the release of PAGA
16 claims set forth in the Settlement Agreement and above. In addition, all
17 aggrieved employees attempting to stand in the shoes of the LWDA and/or the
18 state of California and other purported “aggrieved employees” under the
19 PAGA, or attempting to recover penalties from a PAGA action filed by another
20 purported “aggrieved employee,” shall be bound by the release of PAGA
21 claims set forth in the Settlement Agreement and above, and shall be barred
22 from prosecuting and/or participating in such PAGA action and/or PAGA
23 recovery.

24 e. “PAGA Period” shall mean the period starting on May 1, 2020
25 through June 30, 2022, or an alternative date to be selected by Defendants, at
26 their sole discretion, subject to the provisions set forth in Paragraph 26 of the
27 Settlement Agreement.

1 5. The Parties shall bear their own respective attorneys' fees and costs, except as
2 otherwise provided for in the Settlement and approved by the Court.

3 6. The Settlement is not an admission by Defendants as defined below, nor is this
4 Order a finding of the validity of any allegations or of any wrongdoing by Defendants.
5 Neither this Order, the Settlement, nor any document referred to herein, nor any action taken
6 to carry out the Settlement, may be used as an admission of any fault, wrongdoing, omission,
7 concession, or liability whatsoever by or against Defendants.

8 7. Defendants shall fund the Gross Settlement Amount and additional amounts
9 due under the Settlement and in accordance with the terms of the Settlement Agreement, and
10 the funds shall be dispersed by the Settlement Administrator in accordance with the terms of
11 the Settlement Agreement. Pursuant to the terms of the Settlement Agreement, Defendants
12 shall fund and provide the following amounts to the Settlement Administrator within thirty
13 (30) days following the Effective Date:

- 14 a. A Gross Settlement Amount (the "GSA") of \$114,463.77, subject to the
15 escalator clause provided in paragraph 26 of the Settlement Agreement. The
16 GSA will fund (a) the PAGA Aggrieved Employee Payment and (b) the
17 LWDA Payment as follows:
- 18 i. The PAGA Aggrieved Employee Payment is twenty-five percent
19 (25%) of the GSA; and
- 20 ii. The LWDA Payment is seventy-five percent (75%) of the GSA;
- 21 b. Settlement Administration Costs of up to \$7,650.00, payable to the Settlement
22 Administrator ILYM Group, Inc. for services rendered in administration of the
23 Settlement;
- 24 c. Attorneys' fees to Plaintiff's Counsel in the amount of \$78,750.00; and
- 25 d. Reimbursement for actual Attorneys' Costs incurred by Plaintiff's Counsel in
26 the amount of \$14,136.23.
- 27
- 28

1 8. Aggrieved Employees shall have 180 calendar days after the date the PAGA
2 Packet is mailed to them to cash their settlement payment checks. If any Aggrieved
3 Employee's check is not cashed within that period, the settlement payment check will be
4 voided and a stop-payment will be issued by the Settlement Administrator. Neither
5 Defendants, Defendants' counsel, Plaintiff, nor PAGA Counsel will have any liability for
6 lost or stolen settlement payment checks, forged signatures on settlement payment checks,
7 unauthorized negotiation of settlement payment checks, or failure to timely cash a
8 settlement payment check within the 180-day period. After 180 days from the date of their
9 mailing by the Settlement Administrator, any uncashed checks will be void and escheat to
10 the California State Controller's Office for Unclaimed Property in the name of the
11 Aggrieved Employee who did not cash his or her check.

12 9. "Effective Date" means the date on which all of the following events have
13 occurred:

- 14 a. Entry by the Court of the Final Order and Judgment, appointment of PAGA
15 Counsel, and appointment of the Settlement Administrator.
- 16 b. Submission by PAGA Counsel of both this Agreement and the Final Order
17 and Judgment to the LWDA in accordance with California Labor Code §
18 2699(1).
- 19 c. The occurrence of the "Effective Date of Judgment," which shall be deemed
20 to be the last to occur of the following:
- 21 i) If an appeal or other review is sought from the Final Order and
22 Judgment, the next day after the Final Order and Judgment is affirmed or the
23 appeal or other review is dismissed or denied, and the judgment is no longer
24 subject to judicial review or other challenge; or
- 25 ii) If an appeal or other review is not sought from the Final Order and
26 Judgment, the sixty-fifth (65th) calendar day after the Final Order and
27 Judgment is signed and entered by the Court.
- 28

1 10. Within forty-five (45) days after the Effective Date, the Settlement
2 Administrator shall make the payments described above to the LWDA, Aggrieved
3 Employees, Plaintiff, and PAGA Counsel in accordance with the terms of the Settlement.

4 11. The Court hereby confirms Kane Moon, Allen Feghali, and Charlotte Mikat-
5 Stevens of Moon Law Group, PC as PAGA Counsel (“PAGA Counsel”). The Court finds that
6 the Attorneys’ Fees requested by PAGA Counsel of \$78,750 is reasonable, and the Attorneys’
7 Costs requested of up to \$14,136.23 were reasonably, actually, and necessarily incurred for
8 the prosecution of this action. The Court hereby awards Attorney’s Fees in the amount of
9 \$78,750.00 and Attorneys’ Costs in the amount of \$14,136.23 to PAGA Counsel.

10 12. The Court hereby confirms Plaintiff as the PAGA Representative. The Court
11 further approves a Service Award payment to Plaintiff in the amount of \$10,000.00, in
12 addition to Plaintiff’s pro rata share of the PAGA Aggrieved Employee Payment. This
13 Service Award is compensation for Plaintiff’s service as the PAGA Representative, the
14 time and effort expended by her in doing so, and in consideration for the claims released by
15 her under the Settlement.

16 13. The Court approves, as to form and content, the proposed letter attached to the
17 Settlement as Exhibit B to be sent to Aggrieved Employees along with their respective
18 settlement check by the Settlement Administrator.

19 14. This action is dismissed in its entirety with prejudice.

20 15. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within
21 ten calendar days after entry of the Order and Judgment.

22 16. This Court shall retain jurisdiction, pursuant to California Code of Civil
23 Procedure section 664.6, over this action, the Parties, and the Aggrieved Employees, to the
24 fullest extent necessary or convenient to enforce and effectuate the terms and intent of the
25 Settlement Agreement and all matters provided for in it, and to interpret it.

26 17. The Parties are hereby authorized, without needing further approval from the
27 Court, to agree to and adopt such amendments to, and modifications and expansions of, the
28

1 Settlement Agreement, as are in writing and signed by the Parties' respective counsel and
2 are consistent with this Final Order and Judgment.

3 18. The Court sets a status conference re: final accounting for _____, 2024 at
4 ____:____ a.m./p.m. in Department 14. At least nine (9) court days prior to the hearing, Plaintiff
5 shall submit a final report including the actual amounts paid to Aggrieved Employees, the
6 other amounts distributed under the Settlement, and any amounts tendered to the California
7 State Controller's Office for Unclaimed Property.

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9 **IT IS SO ORDERED.**

10 DATED: _____

11 HON. CHEROL J. NELLON
12 LOS ANGELES COUNTY SUPERIOR COURT JUDGE
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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 Settlement of this Lawsuit was approved. 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).

The main terms of the Settlement approved by the Court include the Gross Settlement Amount (\$ [REDACTED]), Attorneys’ Fees (\$ [REDACTED]), Attorneys’ Costs (\$ [REDACTED]), Service Award to Plaintiff (\$ [REDACTED]), and Settlement Administration Costs (\$ [REDACTED]).

- The Gross Settlement Amount (the “GSA”) is the maximum total payment under the Settlement for release of the PAGA claims. The GSA will fund: (a) the PAGA Aggrieved Employee Payment; and (b) the LWDA Payment.
 - The PAGA Aggrieved Employee Payment is twenty-five percent (25%) of the GSA (\$ [REDACTED]).
 - The LWDA Payment is seventy-five percent (75%) of the GSA (\$ [REDACTED]). The LWDA Payment will be issued to the California Labor and Workforce Development Agency (the “LWDA”).

- Attorneys' Fees are the attorneys' fees paid to Plaintiff's Counsel for the services they have rendered and will render to the PAGA Aggrieved Employees in the Lawsuit, and which shall not exceed Seventy-Eight Thousand Seven Hundred Dollars and Zero Cents (\$78,750.00). This amount will cover any and all work performed and any and all attorneys' fees incurred in connection with this Lawsuit.
- Attorneys' Costs are the litigation costs paid to Plaintiff's Counsel for the costs they have incurred and will incur in the investigation, litigation, and resolution of and in connection with the Lawsuit, and which will not exceed Fourteen Thousand One Hundred Thirty-Six Dollars and Twenty-Three Cents (\$14,136.23).
- Service Award to Plaintiff is the compensation to Plaintiff, in addition to her pro rata share of the PAGA Aggrieved Employee Payment, for her service as the PAGA representative, the time and effort expended by her in doing so, and in consideration for the claims released by her under the Settlement, which shall not exceed Ten Thousand Dollars and Zero Cents (\$10,000.00).
- Settlement Administration Costs are the costs paid to the Settlement Administrator for services rendered in administering the Settlement of the Lawsuit (e.g., preparing and mailing payments to the PAGA Aggrieved Employees, tax documentation, etc.), and which shall not exceed Seven Thousand Six Hundred Fifty Dollars and Zero Cents (\$7,650.00).

The enclosed check represents your pro rata share of the PAGA Aggrieved Employee Payment based upon the number of Pay Periods you worked any time during the period from May 1, 2020 through [DATE] (the "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].

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE