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GERALD DUNCAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

Plaintiff,

v.

INFINEON TECHNOLOGIES AMERICAS
CORP., a Delaware corporation; and DOES 1
THROUGH 10, inclusive,

Defendants.

Case No.: 21STCV16872

**JOINT STIPULATION OF AMENDED
CLASS ACTION SETTLEMENT AND
RELEASE**

Date of Filing: May 4, 2021
Trial Date: None Set
Judge: Hon. Yvette M. Palazuelos
Dept: 9

**I.
PREAMBLE**

1. This Joint Stipulation of Amended Class Action Settlement and Release (“Settlement” or “Agreement”) is entered into between Plaintiff Gerald Duncan (the “Named Plaintiff”) individually and as the representative on behalf of certain additional putative class members and/or represented employees (collectively, with the Named Plaintiff, the “Settlement Class” or “Settlement Class Members”) as further defined in Section III of this Agreement, and defendant Infineon Technologies Americas Corp. (“Infineon” or “Defendant”), Infineon Technologies LLC, and International Rectifier HiRel Products, Inc. (collectively, “Settling Defendants”). The Settlement Class (including, without limitation, the Named Plaintiff and the PAGA Group, as further defined in Section IV of this Agreement) and Settling Defendants will be referred to collectively herein as the “Settling Parties.”

2. On May 1, 2021, the Named Plaintiff, a former receiving staff employee at Infineon, submitted a written notice of claims under the California Labor Code Private Attorneys General Act (“PAGA”) to the Labor and Workforce Development Agency (“LWDA”) pursuant to California Labor Code § 2699.3 (“PAGA Notice”). In the PAGA Notice, the Named Plaintiff asserted a claim under PAGA on behalf of himself and other current and former Infineon employees based on alleged violations of the California Labor Code and/or Industrial Welfare Commission (“IWC”) wage orders, including, but not limited to: (1) Failure to Pay for All Hours Worked, Including Overtime; (2) Failure to Provide Meal Periods; (3) Failure to Authorize and Permit Rest Breaks; (4) Failure to Maintain Accurate Records of Hours Worked and Meal Periods; (5) Failure to Timely Pay All Wages at Termination; (6) Failure to Furnish Accurate Itemized Wage Statements, and (7) Failure to Pay All Earned Wages Twice Per Month. Based on these allegations, the Named Plaintiff claimed a right to all civil penalties available under PAGA and attorney’s fees, costs, interest, and liquidated damages.

3. On May 4, 2021, the Named Plaintiff filed a complaint (the “Initial Complaint”) in the Superior Court of the State of California for the County of Los Angeles, Case No. 21STCV16872, asserting claims on behalf of himself and a putative class (the “Lawsuit”). The

1 putative class was defined in the Initial Complaint as Plaintiff and all other persons who have
2 been employed by any Defendant in California and classified as a non-exempt employee during
3 the statute of limitations period applicable to the claims pleaded here. On behalf of himself and
4 this putative class, the Initial Complaint asserted seven (7) causes of action against Infineon for:
5 (1) Failure to Pay Minimum and Regular Rate Wages (Labor Code §§ 204, 1194, 1194.2, 1197);
6 (2) Failure to Pay Overtime Compensation (Labor Code §§ 1194 and 1198); (3) Failure to
7 Provide Meal Periods (Labor Code §§ 226.7 and 512); (4) Failure to Authorize and Permit Rest
8 Breaks (Labor Code § 226.7); (5) Failure to Timely Pay Final Wages at Termination (Labor Code
9 §§ 201–203); (6) Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226); and
10 (7) Unfair Business Practices (Bus. & Prof. Code §§ 17200, *et seq.*).

11 4. On July 7, 2021, the Named Plaintiff filed a first amended complaint (the “FAC”)
12 in the Action. The FAC restated all of the claims and allegations in the Initial Complaint and
13 added a PAGA claim based on the alleged violations underlying the seven original causes of
14 action set forth in the Initial Complaint.

15 5. Within 3 calendar days of the Settling Parties full execution of this Agreement,
16 Class Counsel and Named Plaintiff agree to submit a second written notice of claims under
17 PAGA to the LWDA pursuant to California Labor Code § 2699.3 (“Second PAGA Notice”)
18 identifying Infineon Technologies LLC and International Rectifier HiRel Products, Inc. as
19 additional defendants. Immediately upon passage of the 65-day waiting period, Class Counsel
20 and Named Plaintiff agree to file a second amended complaint (the “SAC”) and take all necessary
21 steps to add Infineon Technologies LLC and International Rectifier HiRel Products, Inc. as
22 defendants in the Action. On January 10, 2023, the Named Plaintiff submitted the Second PAGA
23 Notice. On May 11, 2023, the Named Plaintiff filed the SAC in the Action.

24 6. The PAGA Notice, Second PAGA Notice, Initial Complaint, FAC, and SAC are
25 herein referred to as the “Complaints.” The Lawsuit, including the Complaints, are herein
26 referred to as the “Action.”

27 7. On May 18, 2022, the Settling Parties attended a private mediation before Jeffrey
28 Ross, a well-respected mediator of employment-related disputes, and reached an agreement to

1 settle this matter on a class and representative action basis as to Settlement Class Members'
2 claims against Settling Defendants, which is now set forth in this Agreement.

3 8. During the course of this Action, the Settling Parties have engaged in significant
4 investigation of the facts at issue and have exchanged extensive documents and information,
5 which have allowed the Settling Parties to fully assess the value of the claims involved. This
6 Agreement comes after more than nineteen months of litigation, intense settlement negotiations,
7 and a full-day session with the mediator.

8 9. The Settling Parties have now agreed to avoid further litigation and to settle and
9 resolve all existing and potential disputes, actions, lawsuits, charges and claims related to the
10 Complaints and the Action that the Settlement Class has or may have against Settling Defendants,
11 to the fullest extent permitted by law and without any admission of liability or wrongdoing by
12 either party. Named Plaintiff and his counsel have concluded that the Settlement reflected herein
13 is fair, reasonable, and in the best interests of the Settlement Class and respectfully request that
14 the Settlement be approved by the Court.

15 10. This Agreement shall become effective upon the "Effective Date," as set forth in
16 Section VII below. The Settling Parties hereby agree to do all things and to engage in all
17 procedures reasonably necessary and appropriate to obtain final Court approval of this
18 Agreement, in consideration for: (a) the payment by Infineon of the consideration described
19 herein, subject to the terms, conditions and limitations of this Agreement; and (b) the release of
20 claims by the members of the Settlement Class (including, without limitation, the Named Plaintiff
21 and the PAGA Group), as described in Paragraphs 59 through 62 of this Agreement, and entry of
22 Judgment thereafter.

23 **II.**
24 **PAYMENTS TO THE SETTLEMENT CLASS, CLASS COUNSEL, THE NAMED**
25 **PLAINTIFF, AND THE SETTLEMENT ADMINISTRATOR**

26 11. Subject to Court approval and the provisions of this Agreement, Infineon shall pay
27 a total of two million, five hundred thousand U.S. Dollars and no cents (\$2,500,000.00), in
28 consideration of the settlement of this Action and the related release of all claims members of the
Settlement Class (including, without limitation, the Named Plaintiff and the PAGA Group) may

1 have against Infineon, as contained in Paragraphs 59 through 62 of this Agreement—an amount
2 that shall be referred to in this Agreement as the “Gross Settlement Value” or “GSV.”

3 12. No portion of the Gross Settlement Value shall be disbursed or distributed until
4 after the Effective Date.

5 13. The Gross Settlement Value is the maximum amount that Infineon shall be
6 required to pay for settlement of this Action. The Gross Settlement Value will cover payments to
7 the Settlement Class, as further defined in Section III of this Agreement, payments to the PAGA
8 Group, as defined in Section IV of this Agreement, additional compensation to the Named
9 Plaintiff as representative of the Settlement Class and the PAGA Group, the cost of claims
10 administration and notice, compensation to the LWDA under PAGA, and attorneys’ fees and
11 reimbursement of litigation costs and expenses to Class Counsel. No portion of the Gross
12 Settlement Value shall revert to the Settling Defendants.

13 **III.**
14 **CLASS CERTIFICATION FOR SETTLEMENT PURPOSES**

15 14. Solely for the purposes of this Settlement, and subject to Court approval, the
16 Settling Parties hereby stipulate to class certification of a Settlement Class comprised of all
17 persons who were employed by the Settling Defendants within the State of California as hourly,
18 non-exempt employees at any time from May 4, 2017 to the date of the Court’s order granting
19 preliminary approval of this Settlement, or an alternative date to be selected by Settling
20 Defendants at their sole discretion, and subject to the provisions set forth in Paragraph 15, below
21 (the “Class Period”). The Settlement Class includes the PAGA Group, as defined below.

22 15. In the event that Settling Defendants, at their sole discretion, select an end date to
23 the Class Period and the PAGA Period, as defined below, that increases the total workweeks
24 including in the Class Period and PAGA Period to more than 108,805 workweeks, then Infineon
25 will either proportionally increase the GSV or Settling Defendants will choose an end date to the
26 Class Period and PAGA Period so that the total workweeks do not exceed 108,805. Nothing in
27 this Agreement prohibits Settling Defendants from choosing different end dates for the Class
28 Period and PAGA Period.

20 IV. THE PAGA GROUP

19. The Settling Parties will seek approval from the Court for a “PAGA Payment” of One Hundred and Fifty Thousand U.S. Dollars and no cents (\$150,000), which shall be paid from

1 the GSV. Seventy-five percent (75%) of the PAGA Payment will be paid to the LWDA pursuant
2 to California Labor Code § 2699(i) (the “LWDA Payment”) and twenty-five percent (25%) of the
3 PAGA Payment will be distributed to the PAGA Group (the “PAGA Group Payment”) as further
4 set forth herein. All members of the PAGA Group will be sent their share of the PAGA Payment
5 and will be subject to the release of PAGA claims set forth in Paragraph 60 below, whether or not
6 they file Requests for Exclusions with the Settlement Administrator. One hundred percent
7 (100%) of the PAGA Payment is in settlement of claims for penalties and not subject to wage
8 withholdings, and shall be reported on an IRS Form 1099.

9
10 **V.
APPOINTMENT OF NAMED PLAINTIFF’S COUNSEL AS SETTLEMENT CLASS
AND PAGA COUNSEL AND SETTLEMENT ADMINISTRATOR**

11 20. Subject to the Court’s approval, the Settling Parties hereby stipulate to the Court’s
12 appointment of Kane Moon, Allen Feghali, and Charlotte Mikat-Stevens of Moon Law Group,
13 PC, 1055 W. Seventh St., Suite 1880, Los Angeles, California 90017, (213) 232-3128 (phone),
14 (213) 232-3125 (facsimile) as counsel for the Settlement Class and the PAGA Group (“Class
15 Counsel”).

16 21. Subject to Court approval, the Settling Parties jointly propose ILYM Group, Inc.
17 as the third-party company to be appointed as “Settlement Administrator” for this Settlement.
18 The Settlement Administrator will be responsible for calculating and distributing the share of the
19 Settlement provided to each Settlement Class Member who does not file a Request for Exclusion
20 and to each member of the PAGA Group, regardless of whether he or she files a Request for
21 Exclusion; mailing the notices required in this Agreement; receiving and logging Requests for
22 Exclusion; researching and updating addresses through skip-traces and similar means; answering
23 questions from Settlement Class Members and members of the PAGA Group; reporting on the
24 status of the Settlement to the Settling Parties; preparing requested declarations regarding its due
25 diligence in completing and facilitating the claims administration process; providing the Settling
26 Parties with data regarding the filing of Requests for Exclusion and the calculation of
27 distributions; establishing and maintaining a non-interest-bearing distribution account for
28 purposes of distributing settlement checks and attorneys’ fees and costs, the Enhancement Award,

1 and the PAGA payment to the LWDA; calculating withholding amounts and other tax
2 obligations; mailing a copy of the Final Judgment with each Settlement distribution to Settlement
3 Class Members and members of the PAGA Group; and performing such other tasks as required to
4 administer this Agreement or as directed by the Settling Parties.

5 **VI.**
6 **SETTLEMENT APPROVAL AND ADMINISTRATION PROCEDURES**

7 22. The Settling Parties' settlement of this Action, and their rights and obligations
8 hereunder, are expressly conditioned on both the Court's preliminary and final approval of this
9 Settlement. Preliminary approval shall be through the entry of an "Order of Preliminary
10 Approval," which Class Counsel shall file concurrently with the Motion for Preliminary
11 Approval. Class Counsel shall send drafts of the Motion for Preliminary Approval and Order of
12 Preliminary Approval to Counsel for Defendant at least seven (7) calendar days prior to filing the
13 same.

14 23. Among other things, the Motion for Preliminary Approval shall (a) set forth the
15 terms of this Agreement and/or attach this Agreement as an exhibit, (b) include proposed forms of
16 all notices and other documents necessary to implement the Agreement, and (c) seek a Court
17 order to grant preliminary approval of the Settlement, certify the Settlement Class for settlement
18 purposes only, and set a date for the settlement fairness or final approval hearing ("Final
19 Approval Hearing"). The Proposed Order of Preliminary Approval shall provide for notice of the
20 Settlement and related matters to the Settlement Class as specified in this Agreement.

21 24. At the same time Class Counsel files the Motion for Preliminary Approval and
22 Order of Preliminary Approval, Class Counsel shall submit a copy of this Agreement to the
23 LWDA pursuant to California Labor Code § 2699(l)(2).

24 25. Not later than thirty (30) calendar days after receipt of notice of the Court's entry
25 of the Order of Preliminary Approval, and to the extent possible based on the presence of
26 information in its records, Infineon shall provide the Settlement Administrator a spreadsheet in
27 electronic format that contains, for each Settlement Class Member, his/her name; Social Security
28 number; last known mailing address, telephone number, and email address; , the number of

workweeks he/she was employed during the Class Period; and the number of workweeks he/she was employed during the PAGA Period (if any) ("Class Member Contact Information").

26. At a mutually convenient time, but no later than ten (10) calendar days after the Settlement Administrator's receipt of Class Member Contact Information, Infineon shall meet-and-confer with the Settlement Administrator regarding the format of the spreadsheet referenced in Paragraph 25 and cooperate to provide any additional information which the Settlement Administrator may request that is reasonable and necessary for the purpose of administering the terms of this Agreement.

27. Class Counsel shall timely prepare and file all papers related to the Motion for Final Approval of the Settlement ("Final Approval Motion"). At least ten (10) calendar days before doing so, Class Counsel will send drafts of such papers to Defendant's counsel for comments. With the Final Approval Motion, Class Counsel will file a Proposed Order of Final Approval and Final Judgement ("Proposed Final Approval Order"), unless otherwise directed by the Court. The Final Approval Motion and Proposed Final Approval Order shall be consistent with the terms of this Agreement and, inter alia, shall reflect the Settlement and entry of judgment of this Action, dismiss the action with prejudice, and approve the Settlement pursuant to the terms of this Agreement.

28. Within ten (10) calendar days of the Court's entry of the Final Approval Order and Judgment (as defined in Paragraph 29(d)), Class Counsel will submit a copy of the Final Approval Order and Judgment with the LWDA Pursuant to California Labor Code § 2699(1)(3).

VII. THE EFFECTIVE DATE

29. This Agreement shall become final and effective on the occurrence of all of the following events described in this Paragraph 29, subparagraphs (a) through (e) (the "Effective Date"):

(a) The Settlement is executed by the Settling Parties, Class Counsel, and Settling Defendants' counsel.

1 (b) Entry by the Court of an Order of Preliminary Approval as discussed in
2 Paragraph 22 of this Agreement, appointment of Class Counsel as described in Paragraph
3 20 of this Agreement, appointment of a Settlement Administrator as described in
4 Paragraph 21 of this Agreement, and the expiration of the time period for Settling
5 Defendants to withdraw from this Agreement as described in Paragraph 31 of this
6 Agreement (without Settling Defendants withdrawing).

7 (c) Class Counsel filing, at or before the Final Approval Hearing, a declaration
8 from the Settlement Administrator:

9 (i) Certifying that notice was sent to each Settlement Class member in
10 accordance with Section XII of this Agreement and the Order of Preliminary
11 Approval; and

12 (ii) Delineating the number of Settlement Class Members who
13 submitted timely Requests for Exclusion.
14

15 (d) Entry by the Court of an Order and Judgment Granting Final Approval (the
16 “Final Approval Order and Judgment”).

17 (e) The occurrence of the “Effective Date of Judgment,” which shall be
18 deemed to be the last to occur of the following:

19 (i) If an appeal or other review is not sought from the Final Approval
20 Order and Judgment, the sixty-fifth (65th) calendar day after the Final Approval
21 Order and Judgment is signed and entered by the Court; or

22 (ii) If an appeal or other review is sought from the Final Approval Order
23 and Judgment, five (5) court days after the Final Approval Order and Judgment is
24 affirmed or the appeal or other review is dismissed or denied, and the judgment is
25 no longer subject to judicial review or other challenge.
26
27
28

VIII.
FAILURE OF THE EFFECTIVE DATE TO OCCUR OR OPT-OUTS IN EXCESS OF FIVE PERCENT

30. If the Effective Date does not occur, this Agreement shall be void, except as otherwise stated in Paragraph 66. In such event:

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

(b) The Settling Parties expressly reserve their rights with respect to the prosecution and defense of this Action as if this Agreement never existed. In particular, Settling Defendants do not waive, but rather expressly reserve, all rights to challenge any and all claims and allegations asserted in this Action upon all procedural and substantive grounds, including, without limitation, the ability to challenge class action treatment on any grounds and to assert any and all potential defenses or privileges. The Settling Parties agree that Settling Defendants retain and reserve these rights, and they agree not to take a position to the contrary. Specifically, the Settling Parties agree that, if this Action were to proceed, they will not present any argument based on this Agreement, or any exhibit, attachment, act performed or document executed related to this Agreement; and

(c) The Settling Parties shall each bear half (50%) of any costs for notice or claims administration incurred by the Settlement Administrator through the date that the Settlement is determined to be void unless the Settlement is nullified by the Settling Defendants pursuant to the terms set forth in Paragraph 31, in which case the Settling Defendants shall be responsible for all costs of administration.

31. The Settlement Administrator shall provide written notice to Class Counsel and Settling Defendants' counsel no later than thirty (30) calendar days after the Response Deadline, as defined in Paragraph 49 of this Agreement, with a complete list of the Settlement Class Members who have timely requested exclusion from the class. Settling Defendants, in their sole and independent discretion, shall have the right, but not the obligation, to revoke this Agreement

1 if Requests for Exclusion from the Settlement are filed by Settlement Class Members representing
2 more than five percent (5%) of all Settlement Class Members. If Settling Defendants choose to
3 exercise this option, the effect will be precisely the same as if one of the events specified in
4 Paragraph 29 did not occur. Settling Defendants must exercise this right, if at all, within ten (10)
5 calendar days after receipt of the written notice from the Settlement Administrator discussed in
6 this Paragraph 31.

7 **IX.**
8 **ATTORNEYS' FEES, COSTS AND EXPENSES, PAYMENT TO THE LWDA, AND**
9 **ENHANCEMENT AWARDS**

10 32. This Action alleges a claim for attorneys' fees and costs pursuant to, inter alia, the
11 California Labor Code. The Settling Parties agree that any and all such claims for attorneys' fees
12 and costs have been settled as a part of this Agreement.

13 33. Settling Defendants recognize that Class Counsel will apply to the Court for an
14 award of attorneys' fees in an amount up to, but not more than, one-third (*i.e.*, 33.33%) of the
15 GSV, as well as an award for actual costs and expenses, not to exceed \$20,000.00, incurred up to
16 the date of filing of said application. Settling Defendants will not oppose Class Counsel's
17 application for the amounts described in this Paragraph 33, and Class Counsel's application under
18 this Paragraph 33 shall be scheduled for determination at the Final Approval Hearing. Any
19 amounts awarded pursuant to this Paragraph 33 shall be paid from the GSV. The Named
20 Plaintiff, Class Counsel, and Settlement Class Members (including, without limitation, members
21 of the PAGA Group) shall not seek payment of attorneys' fees or reimbursement of costs or
22 expenses except as set forth herein. Settling Defendants shall not be liable for or obligated to pay
23 any fees, expenses, costs, or disbursements to, or incur any expense on behalf of, any person or
24 entity, either directly or indirectly, in connection with this Action other than the amount or
25 amounts expressly provided for in this Agreement.

26 34. Settling Defendants recognize that, at the same time the application under
27 Paragraph 33 is made, Class Counsel will also apply to the Court for an additional award of ten
28 thousand U.S. dollars and no cents (\$10,000.00) for the Named Plaintiff, as reasonable additional
compensation for the prosecution of the claims in this Action, the time and effort expended by

1 him in doing so, and in consideration for the claims released herein (the “Enhancement Award”).
2 Settling Defendants will not oppose Class Counsel’s application under this Paragraph 34. Any
3 Enhancement Award shall be paid from the GSV. Any Enhancement Award will be in addition
4 to the amount that the Named Plaintiff may be entitled to receive on account of his own
5 individual claim pursuant to Section XI of this Agreement; however, the releases set out in
6 Paragraphs 59 through 62 of this Agreement shall bind the Named Plaintiff regardless of his
7 claims as a Settlement Class Member and/or member of the PAGA Group, and the Enhancement
8 Award shall be adequate consideration for said releases. The Named Plaintiff, Class Counsel,
9 and/or Settlement Class Members shall not seek payment of any additional enhancement awards
10 except as set forth herein.

11 35. As provided in Paragraph 19 above, the Settlement Administrator will allocate
12 from the GSV the PAGA Payment, to cover penalties under PAGA. The Settlement
13 Administrator will pay seventy-five percent (75%) of the PAGA Payment to the LWDA pursuant
14 to California Labor Code Section 2699(i). The remaining twenty-five percent (25%) of the
15 PAGA Payment will be distributed to the PAGA Group as set forth below.

16 36. Any awards pursuant to Paragraphs 33 and 34, as well as payment to the LWDA
17 and the PAGA Group, will be funded solely and completely from the GSV, and in no event shall
18 Settling Defendants be obligated to pay any payments that would make Settling Defendants’ total
19 payment towards the Settlement in excess of the GSV.

20 37. If the Court does not approve the total amount of attorneys’ fees, costs, and/or
21 Enhancement Award requested by Class Counsel pursuant to Paragraphs 33 and/or 34, any
22 remaining portion of the requested amount will be added to the Net Settlement Value (as that
23 term is defined in Paragraph 40(f) of this Agreement).

24 38. Any proceedings or Court decisions related to Class Counsel’s application for
25 attorneys’ fees, costs and expenses, and/or the Enhancement Award, shall not terminate or cancel
26 this Agreement, or otherwise affect the finality of the Final Approval Order and Judgment, or
27 affect the settlement and releases set forth herein concerning this Action. Further, nothing in this
28 Agreement shall prevent, waive, impair or impinge upon Class Counsel’s right to appeal the

1 Court's decision related to the application for attorneys' fees, costs and expenses, and/or the
2 Enhancement Award.

3 39. Class Counsel shall have the sole and absolute discretion to allocate the Attorneys'
4 Fees and Expenses amongst Class Counsel and any other attorneys. Settling Defendants shall
5 have no liability or other responsibility for allocation of any such attorneys' fees and expenses
6 awarded, and, in the event that any dispute arises relating to the allocation of fees, Class Counsel
7 agree to hold Settling Defendants harmless from, and indemnify Settling Defendants with respect
8 to, any and all such liabilities, costs, and expenses, including attorneys' fees and dispute costs, of
9 such dispute.

10 **X.**
11 **PLAN OF ALLOCATION AND DISTRIBUTION OF THE GSV**

12 40. The GSV shall be allocated, in order, as follows:

13 (a) First, to any attorneys' fees and reasonable and necessary costs and
14 expenses of Class Counsel, as may be awarded by the Court pursuant to Paragraph 33 of
15 this Agreement.

16 (b) Second, to any Enhancement Award as may be awarded by the Court
17 pursuant to Paragraph 34 of this Agreement.

18 (c) Third, to the costs and expenses incurred by, or fees imposed by, the
19 Settlement Administrator in performing its duties under this Agreement, which are
20 currently estimated to be no more than \$20,000.00.

21 (d) Fourth, to the LWDA Payment for the payment to the LWDA of penalties
22 under the PAGA.

23 (e) Fifth, to the PAGA Group Payment for the payment to the PAGA Group of
24 penalties under the PAGA.

25 (f) Sixth, to the "Net Settlement Value" or "NSV." The Net Settlement Value
26 or NSV shall be defined as the maximum possible value of the GSV less the items
27 described in Paragraphs 40(a) through 40(e) above. The Net Settlement Value shall be
28 made available to the Settlement Class as described in Section XI of this Agreement. The

1 Settlement Administrator shall be responsible for the allocation and distribution of the Net
2 Settlement Value to Settlement Class Members who do not file Requests for Exclusion
3 from the Settlement.

4 41. The Settlement Administrator shall make payments only from the GSV, only
5 pursuant to the terms of this Agreement, and only after the Effective Date.

6 42. For the purpose of calculating applicable taxes:

7 (a) Each settlement payment from the NSV ("Class Member Payment") shall
8 be classified as follows: (1) one-third to unpaid wages, (2) one-third to penalties, and (3)
9 one-third to interest.

10 (b) One hundred percent (100%) of the Enhancement Award will be allocated
11 to ordinary income, payable on an IRS Form 1099.

12 (c) One hundred percent (100%) of the PAGA Group Payment is in settlement
13 of claims for penalties and not subject to wage withholdings, and shall be reported on an
14 IRS Form 1099.

15 (d) Each Settlement Class Member and member of the PAGA Group shall be
16 individually responsible for his or her share of taxes attributable to the receipt of any Class
17 Member Payment and/or PAGA Group Payment.

18 (e) In addition to the GSV, Settling Defendants shall separately pay any
19 employer-side payroll taxes.

20 **XI.**
21 **CALCULATION OF PAYMENTS TO THE SETTLEMENT CLASS AND PAGA GROUP**

22 43. As soon as practicable after receiving the spreadsheet referenced in Paragraph 25,
23 the Settlement Administrator shall perform the following calculations to determine the payments
24 made to members of the PAGA Group and the Settlement Class.

25 44. Payments to the PAGA Group:

26 (a) The Settlement Administrator will divide the PAGA Group Payment by the
27 total number of workweeks of all members of the PAGA Group during the PAGA period
28 to calculate the "Workweek PAGA Payment."

1 (b) The Settlement Administrator will calculate each member of the PAGA
2 Group's "Individual PAGA Payment" by multiplying the "Workweek PAGA Payment"
3 by the number of workweeks that the member of the PAGA Group was employed during
4 the PAGA Period.

5 (c) Members of the PAGA Group will receive an Individual PAGA Payment
6 and will release their PAGA claims pursuant to Paragraphs 60 and 61 below whether or
7 not they file a Request for Exclusion from this Settlement.

8 45. Payments to the Settlement Class:

9 (a) The Settlement Administrator will divide the NSV by the total number of
10 workweeks of all Settlement Class Members during the Class Period to calculate the
11 "Workweek Class Payment."

12 (b) The Settlement Administrator will calculate each Settlement Class
13 Member's "Individual Class Payment" by multiplying the Workweek Class Payment by
14 the number of workweeks the Settlement Class Member worked during the Class Period.

15 46. The same person may be both a Settlement Class Member and a member of the
16 PAGA group and, if so, will be entitled to receive both an Individual Class Payment and an
17 Individual PAGA Payment.

18 **XII.**
19 **GIVING CLASS NOTICE AND PROCESSING REQUESTS FOR**
20 **EXCLUSION**

21 47. No later than ten (10) calendar days after receipt of the spreadsheet referenced in
22 Paragraph 25, and subject to the requirements of the Preliminary Approval Order and this
23 Agreement, the Settlement Administrator shall send a notice by first-class U.S. Mail, proper
24 postage prepaid and postmarked on the same day, to all Settlement Class Members whose
25 addresses are known, substantially in the form attached hereto as Exhibit A ("Settlement
26 Notice"). The Settlement Administrator shall prepare a certified Spanish translation of the
27 Settlement Notice and include a copy of the same in each mailing. Any expenses associated with
28 this translation shall be paid from the GSV. Prior to the mailing of the Settlement Notice, the

1 Settlement Administrator shall perform a search based on the National Change of Address
2 Database for information to update and correct for any known or identifiable address changes.

3 48. The Settlement Notice shall advise each Settlement Class Member of his or her
4 rights under this Settlement, provide the date, time, and location of the Final Approval Hearing,
5 and include instructions on how to exclude oneself from the Settlement and how to object to the
6 Settlement. The Settlement Notice shall state the number of workweeks the Settlement Class
7 Member is credited with being employed during the Class Period and PAGA Period. The
8 Settlement Notice shall also contain the estimated dollar value of the Settlement Class Member's
9 share of the Settlement, including both of his or her Individual Class Payment and his or her
10 Individual PAGA Payment, if any, assuming Class Counsel's requests under Paragraphs 33 and
11 34 of this Agreement in their entirety and the Settlement Administrator's fees remain the same as
12 estimated in Paragraph 40(c) of this Agreement.

13 49. The Settlement Notice will indicate that Settlement Class Members may elect to
14 opt out of the Settlement, relinquishing their rights to their Individual Class Payments (but not
15 their Individual PAGA Payments). A Settlement Class Member who opts out of the Settlement
16 will not release his or her claims pursuant to this Agreement, except for PAGA claims, which
17 shall be released pursuant to Paragraph 60 of this Agreement, whether or not the Settlement Class
18 Member opts out of the Settlement. Settlement Class Members wishing to opt out of the
19 Settlement must send to the Settlement Administrator by U.S. Mail a written "Request for
20 Exclusion," as described in the Settlement Notice, such that it is actually received by the
21 Settlement Administrator with a postmark reflecting a date within forty-five (45) calendar days
22 from the date of mailing of the Settlement Notice plus an additional seven (7) calendar days for
23 any Settlement Class Member whose Settlement Notice is re-mailed ("Response Deadline"). The
24 Request for Exclusion must be signed by the Settlement Class Member and include (a) his or her
25 full name; (b) his or her current address and telephone number; (c) a clear statement
26 communicating that he or she elects to be excluded from the Settlement Class; (d) the last four
27 digits of his or her Social Security number; and (e) the case name and case number of the Action.
28 Except as otherwise provided for in this Agreement, Settlement Class Members who fail to

1 submit a valid Request for Exclusion on or before the Response Deadline shall be bound by all
2 terms of this Agreement and the Final Approval Order and Judgment. So-called “mass” or
3 “class” opt outs shall not be allowed.

4 50. The Settlement Notice will indicate that any Settlement Class Member who
5 intends to object to the fairness, reasonableness, and/or adequacy of the Settlement may file a
6 written objection with the Court (or through any other method through which the Court will
7 accept objections, if any) no later than the Response Deadline (as defined in Section XII(49) of
8 this Agreement). Each Settlement Class Member who objects should set forth in his or her
9 written objection: (a) his or her full name; (b) current address; (c) a written statement of his or
10 her objection(s) and the reasons for each objection; (d) a statement of whether he or she intends to
11 appear at the Final Approval Hearing (with or without counsel); (e) his or her signature; and (f)
12 the case name and case number of the Action. A Settlement Class Member may also choose to
13 appear at the Final Fairness Hearing to object irrespective of whether a written objection was
14 submitted and make arguments regarding the Settlement. If a Settlement Class Member fails to
15 file a written objection on or before the Response Deadline and/or fails to appear at the Final
16 Fairness Hearing to make an oral objection, he or she shall be deemed to have waived all
17 objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to
18 the Settlement. Named Plaintiff agrees that he and his counsel will not object to the Settlement.
19 A Settlement Class Member cannot submit both a Request for Exclusion from and an objection to
20 the Settlement.

21 51. Any Settlement Notices returned to the Settlement Administrator as non-
22 deliverable on or before the Response Deadline shall be sent via regular first-class U.S. mail to
23 the forwarding address affixed thereto within five (5) business days of receipt and the Settlement
24 Administrator shall indicate the date of such re-mailing on the Settlement Notice. If no
25 forwarding address is provided, the Settlement Administrator shall promptly attempt to determine
26 the correct address using a skip-trace, or other search using the name, address and/or Social
27 Security number of the Settlement Class Member involved, and shall then perform a single re-
28 mailing. Those Settlement Class Members who receive a re-mailed Settlement Notice shall have

1 the latter of (i) an additional ten (10) calendar days from the postmarked date of re-mailing or (ii)
2 the Response Deadline to postmark a Request for Exclusion from or objection to the Settlement.

3 52. Any Settlement Class Member who disagrees with the number of workweeks he or
4 she is credited with being employed during the Class Period and/or PAGA Period may submit a
5 statement in writing to that effect and enclose documentation supporting said disagreement no
6 later than the Response Deadline (as defined in Section XII(49) of this Agreement). The
7 Settlement Notice will provide instructions about how a Settlement Class Member may state his
8 or her disagreement in this regard. The Settlement Administrator will be solely responsible for
9 resolving any discrepancies between Settling Defendants' documentation and conflicting
10 information provided by a Settlement Class Member, and said resolution by the Settlement
11 Administrator shall be final and binding on all parties, and non-appealable. Once the Settlement
12 Administrator resolves a given discrepancy, it will notify the Settlement Class Member of its
13 decision in writing within ten (10) calendar days. Settling Defendants agree to provide additional
14 information which is reasonable and necessary for the Settlement Administrator to resolve any
15 such discrepancies, to the extent such information is available within its records and reasonably
16 accessible. Regardless of whether his or her disagreement with the number of workweeks is
17 resolved by the Response Deadline, a Settlement Class Member must still submit a Request for
18 Exclusion by no later than the Response Deadline in order to opt out of the Settlement.

19 53. The Settlement Notice shall contain the release and waiver of claims against
20 Settling Defendants (including the waiver of California Civil Code § 1542) contained in
21 Paragraphs 59, 60 and 62 of this Agreement, and an easily understood statement alerting
22 Settlement Class Members that by failing to submit a Request for Exclusion the individual is
23 executing a release and waiver of all of the claims related to those alleged in this Action which
24 the Settlement Class Members may have against Defendant. The Settlement Notice shall also
25 contain an easily understood statement explaining that, if the Settlement Class Member is also a
26 member of the PAGA Group (i.e., he or she was employed by a Settling Defendant during the
27 PAGA Period), he or she will be bound by the release of PAGA claims set forth in Paragraph 60
28 of this Agreement, irrespective of whether he or she submits a Request for Exclusion.

20 **XIII.**
DISTRIBUTION OF THE SETTLEMENT

57. Within ten (10) calendar days of its receipt of the GSV, the Settlement
Administrator shall make the payments described in Section XI of this Agreement (“Member

1 Payments”), which shall include Individual Class Payments, less applicable withholdings, to
2 Settlement Class Members who did not submit valid Requests for Exclusion, and Individual
3 PAGA Payments to members of the PAGA Group. The Settlement Administrator will make
4 these distributions via first-class mail.

5 58. After the Settlement Administrator mails out the Member Payments, Settlement
6 Class Members shall have one hundred and eighty (180) calendar days to cash or deposit the
7 check that was mailed to them. After one hundred and eighty (180) calendar days from the date
8 of mailing, the checks shall become null and void, and any monies remaining in the distribution
9 account shall be distributed to the State Controller Unclaimed Property Fund in the names of the
10 Settlement Class Members who did not cash their checks. The Settling Parties agree that this
11 disposition results in no unpaid residue, as the entire GSV will be paid out, regardless of whether
12 all Settlement Class Members cash their Settlement Checks. Therefore, Settling Defendants will
13 not be required to pay any interest on said amount.

14 **XIV.** 15 **RELEASES**

16 59. Upon occurrence of the Effective Date and payment of payments due under the
17 terms of the Settlement, and in exchange for the consideration, undertakings, and covenants
18 agreed to by Settling Defendants in this Agreement, and to the fullest extent permitted by
19 applicable law, the Settlement Class will release, discharge, and covenant not to sue Settling
20 Defendants, and all of their respective past and present employees, directors, officers, attorneys,
21 representatives, insurers, agents, parents, subsidiaries, affiliates, related companies, predecessors,
22 successors, lessees, and assigns, and any entity that could be jointly liable with any of these
23 (individually and collectively “Defendant Releasees”) from and with respect to all actions, causes
24 of action, suits, liabilities, claims, and demands whatsoever, and each of them, whether known or
25 unknown, which the Settlement Class or individual members thereof, has, had, or hereafter may
26 claim to have, against Defendant Releasees, or any of them, which arose during the Class Period
27 and are based on or arise from any and all claims and allegations in this Action and/or the
28 Complaints, as well as any and all claims and allegations that could have been raised in this

1 Action and/or the Complaint based on the allegations asserted therein, which include, by way of
2 description, but not by way of limitation, claims on behalf of the Settlement Class alleging that
3 Settling Defendants failed to provide Settlement Class Members with legally compliant meal
4 periods, failed to provide Settlement Class Members with legally compliant rest breaks, failed to
5 provide Settlement Class Members with all wages due, including minimum wages, regular wages,
6 wages at the regular rate of pay, and overtime wages, failed to provide Settlement Class Members
7 with compliant wage statements, failed to timely pay Settlement Class Members all wages due
8 upon termination, and engaged in Unfair Business Practices as well as any other claims under
9 constitutional, statutory, and/or common law any way related to any of the claims described in
10 this Paragraph 59 (“Released Class Claims”). For the avoidance of doubt, Released Class Claims
11 shall include claims under the Fair Labor Standards Act (“FLSA”), and the settlement check
12 provided to each Settlement Class Member shall include a notation indicating that by cashing or
13 depositing the settlement check the Settlement Class Member shall opt in to a settlement of FLSA
14 claims.

15 60. Upon occurrence of the Effective Date and payment of payments due under the
16 terms of the Settlement, and in exchange for the for the consideration, undertakings, and
17 covenants agreed to by Settling Defendants in this Agreement, and to the fullest extent permitted
18 by applicable law, the PAGA Group will release, discharge, and covenant not to sue the
19 Defendant Releasees from and with respect to all actions, causes of action, suits, liabilities,
20 claims, and demands under the California Labor Code Private Attorneys’ General Act (*i.e.*,
21 PAGA), whether known or unknown, which the PAGA Group or individual members thereof,
22 has, had, or hereafter may claim to have, against Defendant Releasees, or any of them, which
23 arose during the PAGA Period and are based on or arise from any and all claims and allegations
24 in this Action and/or the Complaints and/or the Second PAGA Notice, as well as any and all
25 claims and allegations that could have been raised in this Action and/or the Complaints and/or the
26 Second PAGA Notice, which include, by way of description, but not by way of limitation, claims
27 under PAGA on behalf of PAGA Group alleging that Settling Defendants failed to provide
28 members of the PAGA Group with legally compliant meal periods, failed to provide members of

1 the PAGA Group with legally compliant rest breaks, failed to provide members of the PAGA
2 Group with all wages due, including minimum wages, regular wages, wages at the regular rate of
3 pay, and overtime wages, failed to provide members of the PAGA Group with compliant wage
4 statements, and failed to timely pay members of the PAGA Group all wages due upon
5 termination, as well as any other claims under constitutional, statutory, and/or common law any
6 way related to any of the claims described in this Paragraph 60.

7 61. Upon occurrence of the Effective Date and payment of payments due under the
8 terms of the Settlement, and in exchange for the consideration, undertakings, and covenants
9 undertaken by Settling Defendants in this Agreement, including but not limited to the payment of
10 the Enhancement Award, and to the fullest extent permitted by applicable law, the Named
11 Plaintiff will release, discharge, and covenant not to sue the Defendant Releasees with respect to
12 and from any and all claims, charges of discrimination, demands, liens, agreements, contracts,
13 covenants, actions, suits, causes of action, disputed wages, obligations, debts, expenses,
14 attorneys' fees, damages, penalties, interest, judgments, orders and liabilities of whatever kind or
15 nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected,
16 and whether or not concealed or hidden, which he now owns or holds or he has at any time
17 heretofore owned or held, arising out of or in any way connected with any relationship with the
18 Defendant Releasees or any other transactions, occurrences, acts or omissions or any loss,
19 damage or injury whatever, known or unknown, suspected or unsuspected, resulting from any act
20 or omission by or on the part of said Defendant Releasees, or any of them, committed or omitted
21 prior to the date of the Court's Order granting Preliminary Approval (collectively, "Named
22 Plaintiff's Claims"). The Settling Parties intend the Named Plaintiff's release to be general and
23 comprehensive in nature and to release all Named Plaintiff's Claims and potential Named
24 Plaintiff's Claims against Defendant Releasees to the maximum extent permitted by law. Named
25 Plaintiff's Claims being released include specifically, by way of description, but not by way of
26 limitation, any and all Named Plaintiff's Claims arising out of or in any way related to: (i) any
27 interactions between the Named Plaintiff and the Defendant Releasees; (ii) the Named Plaintiff
28 and Defendant's employment or independent contractor relationship, including the application

therefor and separation thereof; (iii) any allegations as to disputed wages, remuneration, and/or other compensation, due by operation of statute, ordinance, regulation, wage order, contract, or quasi-contract; (iv) any federal, state, or local law prohibiting retaliation, discrimination, or harassment on the basis of age, race, color, ancestry, religion, disability, sex, national origin, citizenship, or any other characteristic or activity, including, without limitation, any such claims under Title VII, the California Fair Employment and Housing Act, the California Labor Code, the California IWC Wage Orders, the Employee Retirement Income Security Act, and the Americans With Disabilities Act or any other similar statutes whatever the city, county, state, or country of enactment; (v) any claims under the Family and Medical Leave Act of 1993 and/or the California Family Rights Act; (vi) any transactions, occurrences, acts, statements, disclosures, or omissions occurring prior to the date of the Court's order granting Preliminary Approval; and (vii) any tort or contract claims.

62. **Waiver of California Civil Code Section 1542:** Upon occurrence of the Effective Date and payment of payments due under the terms of the settlement, and the Settlement Class and Named Plaintiff intend and/or are deemed to intend that this Agreement should be effective as a bar to any and all of the claims released by Paragraphs 59 and 61. In furtherance of this intention, and only as to any and all claims released by Paragraphs 59 and 61, the Settlement Class and Named Plaintiff expressly waive any and all rights or benefits conferred on them by the provisions of Section 1542 of the California Civil Code, or any similar provisions under state, federal, or local law. California Civil Code Section 1542 provides as follows:

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

As to any and all of the claims released by Paragraphs 59 and 61, the Settlement Class and Named Plaintiff understand fully the statutory language of California Civil Code Section 1542, and, with this understanding, assume all risks for claims released hereunder that have already arisen or may in the future arise, whether known or unknown, suspected or unsuspected, and

1 specifically waive all rights they may have under California Civil Code § 1542, or any similar
2 provision under state, federal, or local law specifically as to claims set forth in Paragraphs 59 and
3 61. The Settlement Class and Named Plaintiff understand that, if any of the facts relating in any
4 manner to this Action, or to the release and dismissal of claims as provided in this Agreement, are
5 hereafter found to be other than or different from the facts now believed to be true, they have
6 expressly accepted and assumed that risk and agree that this Agreement and the release of claims
7 contained herein and as set forth in Paragraphs 59 and 61 shall nevertheless remain effective. As
8 to any and all of the claims released by Paragraphs 59 and 61, the Settlement Class and Named
9 Plaintiff desire and intend, or are deemed to desire and intend, that this Agreement shall be given
10 full force and effect according to each and all of its express terms and provisions, including those
11 relating to unknown and unsuspected claims, if any, as well as those relating to the claims
12 referred to above.

13 63. Class Counsel and the Named Plaintiff represent and warrant that—aside from this
14 Action and/or the Complaints—it and they have not filed any complaints, charges, lawsuits, or
15 other legal actions with any court or government agency relating to any claims being released by
16 the Settlement Class (including, without limitation, the Named Plaintiff and the PAGA Group) in
17 Paragraphs 59 through 62 of this Agreement. Class Counsel and the Named Plaintiff further
18 represent and warrant that it and they have not heretofore assigned or transferred to any person
19 not a party to this Agreement any released matter.

20 64. The Court shall enter an order retaining jurisdiction over the Parties to this
21 Agreement with respect to the future performance of the terms of this Agreement. In the event
22 that any applications for relief are made, such applications shall be made to the Court.

23 65. Upon the Effective Date and payment of all amounts due under the terms of this
24 Settlement: (a) the Agreement shall be the exclusive remedy for any and all claims released in
25 Paragraphs 59 through 62 above; and (b) Named Plaintiff and the Settlement Class Members
26 (including members of the PAGA Group) stipulate to be and shall be permanently barred and
27 enjoined by Court order from initiating, asserting, or prosecuting against the Defendant Releasees
28

1 in any federal or state court or any tribunal any and all of the claims released in Paragraphs 59
2 through 62 of this Agreement.

3 **XV.**
4 **MODIFICATION OR TERMINATION OF THE SETTLEMENT**

5 66. If the preconditions necessary to trigger the Effective Date (as set forth in Section
6 VII of this Agreement) are not met, this Agreement shall be cancelled and terminated unless
7 Class Counsel and Defendant's counsel mutually agree in writing to proceed with and effectuate
8 this Agreement. In the event that this Agreement is not approved by the Court or the settlement
9 set forth in this Agreement is terminated or fails to become effective in accordance with its terms,
10 this Paragraph 66, Paragraph 29, and Paragraphs 69 through 72 herein shall survive and be
11 binding on the Parties, but this Agreement shall otherwise be null and void.

12 67. The terms and provisions of this Agreement may be amended, modified, or
13 expanded by written agreement of the Parties and approval of the Court; provided, however that,
14 after entry of the Final Approval Order and Final Judgment, the Parties may by written agreement
15 effect such amendments, modifications, or expansions of this Agreement and its implementing
16 documents (including all exhibits hereto) without further notice to the Settlement Class or
17 approval by the Court if such changes are consistent with the Court's Final Approval Order and
18 Final Judgment and do not materially alter, reduce or limit the rights of Settlement Class
19 Members under this Agreement.

20 **XVI.**
21 **ADDITIONAL TERMS AND CONDITION**

22 68. Final Approval Order and Judgment: The Final Approval Order and Judgment
23 shall contain findings and rulings separately approving the PAGA Payment and the settlement of
24 PAGA claims under the Settlement. The Final Approval Order and Judgment shall further state
25 that all Settlement Class Members who did not submit timely and valid Requests for Exclusion
26 shall be bound by the releases and waivers set forth in Paragraphs 59 and 62 of this Agreement,
27 and that all members of the PAGA Group shall be bound by the releases and waivers set forth in
28 Paragraph 60 of this Agreement, whether or not such members of the PAGA Group submitted

1 timely and valid Requests for Exclusion. The Final Approval Order and Judgment shall contain
2 findings and rulings to the effect that Settlement Class Members have released claims under the
3 FLSA that arose during the Class Period and are based on, arise from, or in any way relate to any
4 and all claims and allegations in this Action, as set forth in any and all pleadings in this Action, as
5 well as any and all claims and allegations that could have been raised in this Action, and that the
6 cashing or deposit of a settlement check shall constitute binding and irrefutable evidence that the
7 Settlement Class Member in question desired and intended to, and did, opt into an FLSA
8 settlement. The Settlement Administrator shall mail a copy of the Final Judgment with each
9 disbursement to Settlement Class Members and members of the PAGA Group.

10 69. Settlement Not Evidence: The Parties expressly acknowledge and agree that this
11 Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations,
12 negotiations, and correspondence, constitute an offer of compromise and a compromise within the
13 meaning of California Evidence Code section 1152, Federal Rule of Evidence 408, and/or any
14 equivalent state or federal law or rule. In no event shall this Agreement, any of its provisions or
15 any negotiations, statements or court proceedings relating to its provisions in any way be
16 construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action,
17 any other action, or in any judicial, administrative, regulatory or other proceeding, except in a
18 proceeding to enforce this Agreement or the rights of the Parties or their counsel under this
19 Agreement. Without limiting the foregoing, neither this Agreement nor any related negotiations,
20 statements, or court proceedings shall be construed as, offered as, received as, used as or deemed
21 to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the
22 part of any person or entity, including, but not limited to, Settling Defendants, the Defendant
23 Releasees, the Named Plaintiff, the Settlement Class, or the PAGA Group, or as a waiver by any
24 of the foregoing of any applicable privileges, claims or defenses.

25 70. Best Efforts: The Settling Parties shall take all necessary actions to accomplish
26 approval of the Settlement, the Settlement Notice, and dismissal of the Action. The Settling
27 Parties (including their counsel, successors, and assigns) agree to cooperate fully and in good
28 faith with one another and to use their best efforts to effectuate the Settlement, including without

1 limitation in seeking preliminary and final Court approval of this Agreement and the Settlement
2 embodied herein, carrying out the terms of this Agreement, and promptly agreeing upon and
3 executing all such other documentation as may be reasonably required to obtain final approval by
4 the Court of the Settlement. The Settling Parties agree to use all reasonable efforts, consistent
5 with this Agreement and subject to Section XV (modification), to cure any defect identified by
6 the Court that must be addressed to obtain the Court's approval of the Settlement.

7 71. Confidential Information: All information marked as "Confidential" provided by
8 Defendant to the Named Plaintiff, Class Counsel, any individual member of the Settlement Class
9 and/or PAGA Group, counsel for any individual Settlement Class Member, and/or the Settlement
10 Administrator, pursuant to the implementation of this Agreement, constitutes confidential and
11 proprietary business information and shall be deemed confidential and shall not be used for any
12 purpose other than for the effectuation of this Settlement. Any materials inadvertently produced
13 shall, upon any Settling Defendants' request, be promptly returned to Settling Defendants'
14 counsel, and there shall be no implied or express waiver of any privilege, right, and defense. The
15 Named Plaintiff and Class Counsel agree that the confidential information made available to them
16 or to the Settlement Administrator through the settlement process was made available, as agreed
17 to, on the condition that neither the Named Plaintiff nor Class Counsel may disclose such
18 information, or summaries thereof, to third parties; that it not be the subject of public comment;
19 that it not be used by the Named Plaintiff or Class Counsel in any way in this litigation should the
20 Settlement not be achieved, and that it is to be returned if a Settlement is not concluded.

21 72. Publicity: The Named Plaintiff and Class Counsel (including, without limitation,
22 all counsel listed in Paragraph 20) agree that they will not publicize or announce this Settlement
23 in press releases, marketing materials, or on the internet until after the Effective Date, unless
24 otherwise required by the Court. After the Effective Date, the Named Plaintiff and Class Counsel
25 agree that references to this Settlement on their websites, the internet or in other public
26 communications will not identify the claims asserted (except that reference to the matter as a
27 "wage and hour class action" is not prohibited) or the names of the Settling Defendants as the
28 defendant(s), unless the case is being cited and/or mentioned in a filing with any state or federal

1 court in connection with Class Counsel seeking to obtain approval from the court as appointment
 2 as class counsel, or in connection with a fee request. Nothing herein shall prevent Named Plaintiff
 3 and Class Counsel from discharging their duties to absent class members, including discussing
 4 and explaining the terms of this Settlement to any Settlement Class Member who requests the
 5 same.

6 73. Settlement Is Fair and Reasonable: Class Counsel has considerable experience in
 7 litigating and settling wage-and-hour class actions of this type, and is sufficiently familiar with
 8 the facts of this case and the applicable laws and regulations to make an informed judgment as to
 9 the fairness of this Settlement. In light of this experience, and for reasons that will be more fully
 10 explained in the Motion for Preliminary Approval, Class Counsel and the Named Plaintiff believe
 11 that the settlement terms herein are fair and reasonable with regard to the interests of the
 12 Settlement Class. The terms of the Settlement resulted from several months of intense arm's-
 13 length negotiations, including a full-day mediation session with private mediator Jeffrey Ross.

14 74. Notices: Except as otherwise set forth herein, all notices, requests, demands and
 15 other communications related to or in connection with this Agreement shall be in writing, and
 16 shall be provided by appropriate method depending on the urgency (e.g., personal delivery, e-
 17 mail, facsimile, overnight delivery, or first-class U.S. mail) to:

18 **TO THE SETTLEMENT CLASS:**

19 KANE MOON (S.B. #249834)
 20 kane.moon@moonlawgroup.com
 21 ALLEN FEGHALI (S.B. #301080)
 22 allen.feghali@moonlawgroup.com
 23 CHARLOTTE MIKAT-STEVENSON (S.B.
 24 #327047)
 25 cmikat-stevens@moonlawgroup.com
 26 MOON LAW GROUP, PC
 27 1055 W. Seventh St., Suite 1880
 28 Los Angeles, California 90017
 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125

TO INFINEON

ADAM J. KARR
 akarr@omm.com
 ALLAN W. GUSTIN
 agustin@omm.com
 O'MELVENY & MYERS LLP
 400 S. Hope St., 18th Floor
 Los Angeles, CA 90071
 Telephone: (213) 430-6000
 Facsimile: (213) 430-6407

75. Representations:

1 (a) The Named Plaintiff, on behalf of himself, the Settlement Class, and the
2 PAGA Group, have expressly authorized Class Counsel to take all appropriate action
3 required or permitted to be taken pursuant to this Agreement to effectuate its terms.

4 (b) Each attorney executing this Agreement on behalf of any party hereto
5 hereby warrants that full authority to do so has been given by his/her client(s).

6 (c) Settling Defendants, Class Counsel, and the Named Plaintiff waive their
7 right to file an appeal, writ, or any challenge whatsoever to the terms of this Agreement;
8 provided, however, that Class Counsel and the Named Plaintiff may appeal the Court's
9 determination with regard to the requests for attorneys' fees and costs. Consistent with
10 Paragraph 38, however, any such appeal will have no effect whatsoever on the other terms
11 and provisions of this Agreement, including, by way of example but not of limitation, the
12 releases set out in Paragraphs 59 through 62 of this Agreement.

13 (d) The Settling Parties represent and agree that neither have received and/or
14 relied upon any advice and/or representations from the other and/or their or its attorneys
15 as to the necessity for withholding or the taxability of the consideration paid pursuant to
16 this Agreement, whether pursuant to federal, state or local income tax statutes or
17 otherwise.

18 76. Construction and Interpretation: This Agreement, including its exhibits,
19 constitutes the entire agreement and understanding between the Settling Parties, and supersedes
20 any previous agreements or understandings between the Settling Parties. No representations,
21 warranties or inducements have been made to any party concerning the subject matter of this
22 Agreement and/or its exhibits other than the representations, warranties and covenants contained
23 in such documents. This Agreement and related exhibits shall be construed each as a whole, and
24 with reference to one another, according to their fair meaning and intent. Each of the Settling
25 Parties represent that its/their counsel has participated and cooperated in the drafting and
26 preparation of this Agreement and related exhibits; hence, in any construction to be made of this
27 Agreement and/or its exhibits, the same shall not be construed against any party on the basis that
28 said party was the drafter.

1 77. Governing Law: This Agreement and the exhibits hereto shall be deemed to have
2 been negotiated, executed and delivered, and to be wholly performed, in the State of California.
3 The rights and obligations of the parties under the Agreement shall be construed and enforced in
4 accordance with, and be governed by, the laws of the State of California without regard to choice
5 of law principles.

6 78. Counterparts: This Agreement may be executed in one or more counterparts by
7 facsimile, electronic signature or email, which for the purposes of this Agreement shall be
8 accepted as an original, and which may be filed with the Court. All executed counterparts, and
9 each of them, shall be deemed to be one and the same instrument. Once available, a complete set
10 of executed counterparts shall be filed with the Court. Copies of the complete set of executed
11 counterparts may be used for all purposes in lieu of the originals, and shall have the same force
12 and effect as the originals.

13 79. Severability: In the event any one of the provisions contained in this Agreement
14 shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity,
15 illegality, or unenforceability shall not affect other provisions if Settling Defendants' counsel and
16 Class Counsel, on behalf of the Parties, mutually elect to proceed as if such invalid, illegal, or
17 unenforceable provision had never been included in this Agreement.

18 80. Attorneys' Fees, Costs, and Expenses: Except as otherwise specifically provided
19 for herein, each party shall bear his/her/its own attorneys' fees, costs and expenses, taxable or
20 otherwise, incurred by them in or arising out of this Action, and shall not seek reimbursement
21 thereof from any other party to this Agreement.

22 81. Calculation of Time: To resolve ambiguity, any reference to a span of "days" in
23 this Agreement should be interpreted as a reference to calendar days unless stated to the contrary.
24 To the extent that a given span of days ends on a national holiday, or weekend, the calculation
25 should be deemed as ending on the next business day, e.g., a calculation that ends on a Saturday
26 will carry forward to the following Monday.

27 ///

28 ///

1 **IN WITNESS WHEREOF**, the undersigned Settling Parties and their duly-authorized
2 representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily
3 and with a full understanding of its consequences.

4 DocuSigned by:
5 
6 CAABA5DF2B80401...

9/22/2023

7 Gerald Duncan
8 Plaintiff, individually, and on behalf of
9 the Settlement Class as Class
10 Representative and the PAGA Group as
11 PAGA Representative

Date

12 _____
13 Lauren Stewart
14 For and on behalf of Defendant Infineon
15 Technologies Americas Corp.

Date

16 _____
17 Fernando Fontanillo
18 For and on behalf of Defendant Infineon
19 Technologies Americas Corp.

Date

20 _____
21 Terence Woodsome
22 For and on behalf of Defendant Infineon
23 Technologies LLC

Date

24 _____
25 Marc Field
26 For and on behalf of Defendant Infineon
27 Technologies LLC

Date

28 _____
29 Lauren Stewart
30 For and on behalf of Defendant
31 International Rectifier HiRel Products,
32 Inc.

Date

Fernando Fontanillo
For and on behalf of Defendant
International Rectifier HiRel Products,
Inc.

Date

APPROVED AS TO CONTENT AND FORM:

MOON LAW GROUP, PC

Kane Moon
Allen Feghali
Charlotte Mikat-Stevens



By: Kane Moon
Attorneys for Named Plaintiff, the
Settlement Class, and the PAGA Group

09/25/2023

Date

O'MELVENY & MYERS LLP

Adam J. Karr
Allan W. Gustin

By: Adam J. Karr
Attorneys for Settling Defendants
Infineon Technologies Americas Corp.,
Infineon Technologies, LLC,
International Rectifier HiRel Products,
Inc.

Date

1 **IN WITNESS WHEREOF**, the undersigned Settling Parties and their duly-authorized
2 representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily
3 and with a full understanding of its consequences.

4
5
6 _____
Gerald Duncan
7 Plaintiff, individually, and on behalf of
the Settlement Class as Class
8 Representative and the PAGA Group as
PAGA Representative

Date

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10 DocuSigned by:

Lauren Stewart

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11 _____
Lauren Stewart
12 For and on behalf of Defendant Infineon
Technologies Americas Corp.

Date

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14 DocuSigned by:

Fernando Fontanillo Lopez

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15 _____
Fernando Fontanillo
16 For and on behalf of Defendant Infineon
Technologies Americas Corp.

Date

17 DocuSigned by:

Terence Woodsome

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9/25/2023 | 6:23:33 PM CEST

18 _____
Terence Woodsome
19 For and on behalf of Defendant Infineon
20 Technologies LLC

Date

21 DocuSigned by:

Marc Field

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9/25/2023 | 5:42:47 PM CEST

22 _____
Marc Field
23 For and on behalf of Defendant Infineon
Technologies LLC

Date

24 DocuSigned by:

Lauren Stewart

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25 _____
Lauren Stewart
26 For and on behalf of Defendant
27 International Rectifier HiRel Products,
28 Inc.

Date

DocuSigned by:

Fernando Fontanillo Lopez

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9/25/2023 | 5:48:11 PM CEST

Fernando Fontanillo
For and on behalf of Defendant
International Rectifier HiRel Products,
Inc.

Date

APPROVED AS TO CONTENT AND FORM:

MOON LAW GROUP, PC

Kane Moon
Allen Feghali
Charlotte Mikat-Stevens

By: Kane Moon
Attorneys for Named Plaintiff, the
Settlement Class, and the PAGA Group

Date

O'MELVENY & MYERS LLP

Adam J. Karr
Allan W. Gustin

By: Adam J. Karr
Attorneys for Settling Defendants
Infineon Technologies Americas Corp.,
Infineon Technologies, LLC,
International Rectifier HiRel Products,
Inc.

9/26/2023

Date

EXHIBIT A

Gerald Duncan v. Infineon Technologies Americas Corp. et al.

21STCV16872

THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

To: All persons who were employed by Infineon Technologies Americas Corp., Infineon Technologies LLC, and/or International Rectifier HiRel Products, Inc. within the State of California as an hourly, non-exempt employees at any time from May 4, 2017, through [DATE OF PRELIMINARY APPROVAL OR ALTERNATIVE DATE SELECTED BY SETTLING DEFENDANTS].

PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHTS. YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT.

I. INTRODUCTION

A proposed class action settlement (the “Settlement”) of the above-captioned action (the “Action”) pending in the Superior Court of the State of California, in the County of Los Angeles (the “Court”), has been reached by the parties and has been granted preliminary approval by the Court presiding over the Action.

A final settlement hearing is currently scheduled to be held on [DATE] at [TIME] to determine whether the Settlement should be granted final approval (“Final Approval Hearing”). Infineon Technologies Americas Corp., Infineon Technologies LLC, and/or International Rectifier HiRel Products, Inc.’s (“Settling Defendants”) records show that you were employed by Settling Defendants within the State of California as an hourly, non-exempt employee during the period between May 4, 2017 and [DATE OF PRELIMINARY APPROVAL OR ALTERNATIVE DATE SELECTED BY SETTLING DEFENDANTS] (“Class Period”) and therefore are a Class Member in this Action. As a Class Member, you may be entitled to money under the Settlement and your legal rights may be affected. The purpose of this Notice is to (1) describe the Action, (2) inform you of the terms of the Settlement, and (3) inform you of your rights and options in connection with the Settlement.

II. SUMMARY OF THE ACTION

Plaintiff Gerald Duncan (“Plaintiff” or “Named Plaintiff”) is a former employee at the Temecula, California facility of Infineon Technologies Americas Corp. Plaintiff filed the instant Action on May 4, 2021, and filed a first amended complaint on July 7, 2021 and filed a second amended complaint on May 11, 2023 with amendments to the Complaint (“the Complaints”). Plaintiff alleges in the Complaints that, during the Class Period, he and other non-exempt employees of Settling Defendants were subjected to various California Labor Code violations, including failure to pay minimum and regular rate wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to timely pay wages, and failure to provide accurate itemized wage statements. Plaintiff also alleges that Settling Defendants violated California Business & Professions Code sections 17200 *et seq.* by engaging in the alleged Labor Code violations. Plaintiff also seeks civil penalties based on the alleged violations. Plaintiff seeks to maintain a class action for his claim on behalf of himself as an individual and on behalf of all similarly situated individuals who were employed by Settling Defendants as hourly, non-exempt employees in California at any time during the Class Period.

Settling Defendants deny that they violated the law in any way as described in the Complaints and believe that they properly paid Plaintiff and putative Class Members under applicable law. Nothing in this Notice, or the Settlement itself, or any actions to carry out the terms of the Settlement mean that Settling Defendants admit any fault, guilt, negligence, wrongdoing or liability whatsoever.

The Court granted preliminary approval of the Settlement on [DATE], on behalf of a Settlement Class defined as:

All persons who were employed by Infineon Technologies Americas Corp., Infineon Technologies LLC, and/or International Rectifier HiRel Products, Inc. within the State of California as an hourly, non-exempt employees at any time from May 4, 2017, through [DATE OF PRELIMINARY APPROVAL OR ALTERNATIVE DATE SELECTED BY SETTLING DEFENDANTS].

At that time, the Court also preliminarily approved Plaintiff to serve as the Class Representative, and the Moon Law Group, PC to serve as Class Counsel.

III. SUMMARY OF SETTLEMENT TERMS

Settlement Amount. Settling Defendants have agreed to pay an amount not to exceed \$2,500,000.00 (the “Gross Settlement Value”) to fully resolve the claims in the Action. This Gross Settlement Value (“GSV”) includes, but is not limited to, all settlement payments to Class Members, Class Counsel’s attorneys’ fees and litigation expenses, all Settlement Administration expenses, payments to individuals and the California Labor and Workforce Development Agency (“LWDA”) under the California Private Attorneys General Act (“PAGA”), and an Enhancement Award to the Class Representative, as outlined below. In addition to the GSV, Settling Defendants will separately pay any employer-side payroll taxes.

Settlement Administration and Other Payments. The Court has tentatively approved certain payments to be made from the GSV as follows, which will be subject to final Court approval:

- Settlement Administration. Payment to the Settlement Administrator, estimated not to exceed \$20,000 for the expense of notifying the Class Members of the Settlement, processing claims and opt-outs submitted by Class Members, and distributing settlement payments.
- Attorneys' Fees and Expenses. Payment to Class Counsel of reasonable attorneys' fees, not to exceed one-third (33.33%) of the GSV, as reasonable compensation for the work Class Counsel has performed in this Action, and will continue to perform through settlement finalization, and an additional amount for reimbursement of litigation expenses actually incurred in connection with the Action, not to exceed \$20,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.
- Service Enhancement to the Class Representative. An Enhancement Award not to exceed \$10,000 to the Class Representative to compensate him for services on behalf of the Class in initiating and prosecuting the Action. This payment is in addition to whatever payments the Class Representative is otherwise entitled to as a Class Member.
- Payment to LWDA. A payment of \$112,500 will be made to the LWDA for its portion of the Settlement allocated to civil penalties under PAGA.
- PAGA Group Payment. A payment of \$37,500 for Class Members' portion of the Settlement allocated to civil penalties under PAGA (the "PAGA Group Payment") will be made to the "PAGA Group," which consists of all persons who were employed by Settling Defendants within the State of California as hourly, non-exempt employees at any time from May 1, 2020 through [DATE] (the "PAGA Period").

Calculation of Class Member Awards. The Settlement Administrator will make settlement payments automatically to each Class Member who does not choose to opt out of the Settlement. All settlement payments to Class Members will come from the Net Settlement Value ("NSV"), which shall be the GSV minus the payments identified above. If you wish to exclude yourself from the Settlement Class, you must submit a written request to opt out to the Settlement Administrator, as described below in Section IV. From the GSV, the Settlement Administrator will also pay each member of the PAGA Group his or her share of the PAGA Group Payment, regardless of whether he or she chooses to opt out of the Settlement. Specific calculations of settlement payments shall be made as follows:

1. Payments from the NSV to Class Members
 - a) The Settlement Administrator will allocate a percentage of the NSV to each Class Member who does not choose to opt out of the Settlement. The percentage of the NSV allocated to each Class Member shall be determined as follows:
 - i. The Settlement Administrator will divide the NSV by the total number of workweeks of all Class Members during the Class Period to calculate the "Workweek Class Payment."
 - ii. The Settlement Administrator will calculate each Class Member's "Individual Class Payment" by multiplying the "Workweek Class Payment" by the number of workweeks the Class Member was employed during the Class Period.
2. Payments from the PAGA Group Payment to Members of the PAGA Group
 - a) The Settlement Administrator will allocate a percentage of the PAGA Group Payment to each member of the PAGA Group regardless of whether he or she chooses to opt out of the Settlement. The percentage of the PAGA Group payment allocated to each individual in the PAGA Group shall be determined as follows:
 - i. The Settlement Administrator will divide the PAGA Group Payment by the total number of workweeks of all members of the PAGA Group during the PAGA Period to calculate the "Workweek PAGA Payment."
 - ii. The Settlement Administrator will calculate each member of the PAGA Group's "Individual PAGA Group Payment" by multiplying the "Workweek PAGA Payment" by the number of workweeks that the member of the PAGA Group was employed during the PAGA Period.
3. The disbursement to each Class Member shall be the number which results from adding his or her Individual Class Payment to his or her Individual PAGA Group Payment, if any.
 - a) How much you can expect to receive:
 - i. Based on Settling Defendants' business records, you worked [#WORKWEEKS IN THE CLASS PERIOD] during the Class Period. Accordingly, your estimated Individual Class Payment is [\$EST.INDIVIDUAL.CLASS.PAYMENT].
 - ii. Based on Settling Defendants' business records, you worked [#WORKWEEKS IN THE PAGA PERIOD] during the PAGA Period. Accordingly, your estimated Individual PAGA Group Payment is [\$EST.INDIVIDUAL.PAGA.PAYMENT].
 - b) If you disagree with the number of workweeks you are credited with being employed during the Class Period and/or PAGA Period, you may submit to the Settlement Administrator a written statement regarding your workweek

dispute. To be valid, your workweek dispute should (1) set forth your name, address, telephone number, and last four digits of your Social Security Number, (2) be accompanied by documentation supporting the number of workweeks you believe should be credited to you (for example, copies of your pay stubs), and (3) be signed, dated, and mailed by First Class U.S. Mail, or the equivalent, to the address below and be postmarked on or before [DATE]:

Duncan v. Infineon Technologies Americas Corp.
c/o [SETTLEMENT ADMIN]
[ADDRESS]

Only Class Members who did not opt out of the Settlement as provided for below will be entitled to receive an Individual Class Payment. Members of the PAGA Group will be entitled to receive an Individual PAGA Group Payment pursuant to the Settlement regardless of whether they choose to opt out of the Settlement. If the conditions of the Settlement (as described in this Notice) are met, and if the Court grants final approval of the Settlement, then settlement checks will be mailed to Class Members who did not opt out and to all members of the PAGA Group.

Tax Matters. Individual Class Payments shall be allocated as follows: (1) one-third to unpaid wages; (2) one-third to penalties; and (3) one-third to interest. One hundred percent (100%) of the Individual PAGA Group Payments are in settlement of claims for penalties and not subject to wage withholdings, and shall be reported on an IRS Form 1099. Class Members shall be individually responsible for their share of taxes attributable to the receipt of all settlement payments. Class Members shall be exclusively liable for any and all tax liability, if any. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Class Release. Upon the effective date of the Settlement and payment of payments due under the terms of the Settlement, and in exchange for the consideration, undertakings, and covenants agreed to by Settling Defendants under the Settlement, and to the fullest extent permitted by applicable law, the Settlement Class will release, discharge, and covenant not to sue Settling Defendants, and all of their respective past and present employees, directors, officers, attorneys, representatives, insurers, agents, parents, subsidiaries, affiliates, related companies, predecessors, successors, lessees, and assigns, and any entity that could be jointly liable with any of these (individually and collectively “Defendant Releasees”) from and with respect to all actions, causes of action, suits, liabilities, claims, and demands whatsoever, and each of them, whether known or unknown, which the Settlement Class or individual members thereof, has, had, or hereafter may claim to have, against Defendant Releasees, or any of them, which arose during the Class Period and are based on or arise from any and all claims and allegations in this Action and/or the Complaints, as well as any and all claims and allegations that could have been raised in this Action based on the allegations asserted therein, which include, by way of description, but not by way of limitation, claims on behalf of the Settlement Class alleging that Settling Defendants failed to provide Settlement Class Members with legally compliant meal periods, failed to provide Settlement Class Members with legally compliant rest breaks, failed to provide Settlement Class Members with all wages due, including minimum wages, regular wages, wages at the regular rate of pay, and overtime wages, failed to provide Settlement Class Members with compliant wage statements, failed to timely pay Settlement Class Members all wages due upon termination, and engaged in Unfair Business Practices as well as any other claims under constitutional, statutory, and/or common law any way related to any of the claims described in this Paragraph (“Released Class Claims”). For the avoidance of doubt, Released Class Claims shall include claims under the Fair Labor Standards Act (“FLSA”), and the settlement check provided to each Settlement Class Member shall include a notation indicating that by cashing or depositing the settlement check the Settlement Class Member shall opt in to a settlement of FLSA claims.

PAGA Release. Upon the effective date of the Settlement and payment of payments due under the terms of the Settlement, and in exchange for the for the consideration, undertakings, and covenants agreed to by Settling Defendants, and to the fullest extent permitted by applicable law, the PAGA Group will release, discharge, and covenant not to sue the Defendant Releasees from and with respect to all actions, causes of action, suits, liabilities, claims, and demands under the California Labor Code Private Attorneys’ General Act (i.e., PAGA), whether known or unknown, which the PAGA Group or individual members thereof, has, had, or hereafter may claim to have, against Defendant Releasees, or any of them, which arose during the PAGA Period and are based on or arise from any and all claims and allegations in this Action and/or the Complaints and/or the Second PAGA Notice, as well as any and all claims and allegations that could have been raised in this Action and/or the Complaints and/or the Second PAGA Notice, which include, by way of description, but not by way of limitation, claims under PAGA on behalf of PAGA Group alleging that Settling Defendants failed to provide members of the PAGA Group with legally compliant meal periods, failed to provide members of the PAGA Group with legally compliant rest breaks, failed to provide members of the PAGA Group with all wages due, including minimum wages, regular wages, wages at the regular rate of pay, and overtime wages, failed to provide members of the PAGA Group with compliant wage statements, and failed to timely pay members of the PAGA Group all wages due upon termination, as well as any other claims under constitutional, statutory, and/or common law any way related to any of the claims described in this Paragraph (“Released PAGA Claims”).

Waiver of California Civil Code Section 1542. Upon occurrence of the effective date of the Settlement and payment of payments due under the terms of the Settlement, Settlement Class Members and Named Plaintiff intend and/or are deemed to intend that this Settlement should be effective as a bar to any and all of the Released Class Claims and Released Named Plaintiff’s Claims (collectively “Released Claims”). In furtherance of this intention, the Settlement Class and Named Plaintiff expressly waive any and all rights or benefits conferred on them by the provisions of Section 1542 of the California Civil Code, or any similar provisions under state, federal, or local law with respect to the Released Claims only. California Civil Code Section 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND

THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

As to the Released Claims, all Settlement Class Members and Named Plaintiff understand fully the statutory language of California Civil Code Section 1542, and, with this understanding, assume all risks for claims released hereunder that have already arisen or may in the future arise, whether known or unknown, suspected or unsuspected, and specifically waive all rights they may have under California Civil Code § 1542, or any similar provision under state, federal, or local law with respect to the Released Claims only. The Settlement Class Members and Named Plaintiff understand that, if any of the facts relating in any manner to this Action, or to the release and dismissal of claims as provided in the Settlement, are hereafter found to be other than or different from the facts now believed to be true, they have expressly accepted and assumed that risk and agree that the Settlement and the release of the Released Claims shall nevertheless remain effective. As to the Released Claims, the Settlement Class and Named Plaintiff desire and intend, that the Settlement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims, if any, as well as those relating to the claims referred to above.

All Class Members shall be bound by the Class Release unless they formally opt-out of the Settlement. Furthermore, members of the PAGA Group will be bound by the PAGA Release, whether or not they formally opt-out of the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order finally approving the Settlement.

IV. RIGHT TO OPT OUT

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement (in other words, “opt out”). **If you opt out, you will receive no Individual Class Payment from the Settlement, and you will not be bound by its terms**, except that members of the PAGA Group will receive an Individual PAGA Group Payment even if they opt out of the Settlement and will still be bound by the PAGA Release. To opt out, you must submit a signed, written “Request for Exclusion” to the Settlement Administrator postmarked no later than [DATE]. The written Request for Exclusion must expressly and clearly indicate that you have received this Notice, have decided not to participate in the Settlement, and desire to be excluded from the Settlement. The written Request for Exclusion must set forth your name, address, telephone number, and last four digits of your Social Security Number. Written Requests for Exclusion must be signed, dated, and mailed by First Class U.S. Mail or equivalent, to the address below:

Duncan v. Infineon Technologies Americas Corp.
c/o [SETTLEMENT ADMIN]
[ADDRESS]

Written Requests for Exclusion from the Settlement that are postmarked after [DATE], or are unsigned by the Class Member, will be rejected, and Class Members submitting untimely Requests for Exclusion shall be bound by the Settlement and the Releases described above.

If you opt out of the Settlement pursuant to the above, you (1) will no longer be a Class Member, (2) will be barred from participating in the Settlement, (3) will not be bound by the Class Release described above (except you will still be bound by the above-described PAGA Release), (4) will be barred from filing an objection to the Settlement, and (5) will not receive a payment from the Settlement (except that members of the PAGA Group will receive an Individual PAGA Group Payment regardless of whether they choose to opt out of the Settlement).

If you choose to do nothing, and if the Court grants final approval of the Settlement, you will be bound by the Class Release (as well as the PAGA Release). If you do not want to be bound by the Class Release, you must exclude yourself from the Settlement by following the directions in this Section.

V. RIGHT TO OBJECT

If you are a Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court, you may object to the Settlement. Objections may be in writing, and you may appear at the Final Approval Hearing to make your arguments irrespective of whether you submitted a written objection. Written objections must state the full name, address, telephone number, and dates of employment of the individual submitting the objection, must state the basis for the objection, and must be filed with the Settlement Administrator and mailed or delivered to Class Counsel and counsel for Settling Defendants at the below addresses on or before [DATE]. All objections or other correspondence must state the name and number of the case, which is *Duncan v. Infineon Technologies Americas Corp. et al.*, in the Superior Court of the State of California, County of Los Angeles, Case No. 21STCV16872. To object to the Settlement, you must remain a member of the Class. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

<u>Class Counsel:</u>	<u>Counsel for Settling Defendants:</u>
Kane Moon, Esq. Allen Feghali, Esq. Charlotte Mikat-Stevens, Esq. MOON LAW GROUP, PC 1055 W. Seventh St., Suite 1880 Los Angeles, California 90017	Adam J. Karr, Esq. Allan W. Gustin, Esq. O’MELVENY & MYERS LLP 400 South Hope Street, 18th Floor Los Angeles, California 90071 Telephone: (213) 430-2899

Telephone: (213) 232-3128	
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VI. FINAL APPROVAL HEARING ON THE SETTLEMENT

The Final Approval Hearing will be held on [DATE], at [TIME], in Department 9, in the Superior Court of the State of California, County of Los Angeles, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. The Hearing may be continued without further notice. **You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.** The Settlement Administrator will mail a copy of any Final Judgment with each disbursement to Class Members and members of the PAGA Group.

VII. ADDITIONAL INFORMATION

This Notice is only a summary of the Action and the Settlement. Class Members should contact the Settlement Administrator at *Duncan v. Infineon Technologies Americas Corp. et al.*, c/o _____, [ADDRESS], with any concerns or questions regarding the Settlement. You may also refer to the pleadings, the Joint Stipulation of Amended Class Action Settlement and Release, and other papers filed in the Action, which may be inspected at the Office of the Clerk for the Superior Court of the State of California, County of Los Angeles, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, during regular business hours of each court day, or online through the Court's Public Case Access System. For more information, please visit the Court's website at: <http://www.lacourt.org>.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS.