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JAIME IBARRA

[additional parties on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

JAIME IBARRA, individually and on behalf
of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

LITE-ON, INC., a California Corporation;
LITE-ON TECHNOLOGY SERVICE, INC.,
a California Corporation; LITE-ON
TRADING USA, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 21CV385298

*Assigned for all purposes to the Hon. Sunil R.
Kulkarni, Dept. 1*

**JOINT STIPULATION OF PAGA
SETTLEMENT**

Complaint Filed: August 6, 2021
Trial Date: None Set

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JOINT STIPULATION OF PAGA SETTLEMENT

JOINT STIPULATION OF PAGA SETTLEMENT

This Joint Stipulation of PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement") is entered into by and between Plaintiff JAIME IBARRA, individually and on behalf of the Aggrieved Employees and the State of California, and Defendants LITE-ON, INC.; LITE-ON TECHNOLOGY SERVICE, INC.; and LITE-ON TRADING USA, INC.

DEFINITIONS

The following definitions are applicable to this Settlement, in addition to other terms defined elsewhere in this Settlement:

1. "Agreement" or "Settlement" or "Settlement Agreement" means this Joint Stipulation of PAGA Settlement.

2. "Action" means the action filed in the Superior Court of California, County of Santa Clara, entitled *Jaime Ibarra v. Lite-On, Inc. et al.*, Case No. 21CV385298.

3. "Court" or "Superior Court" means the Superior Court of the State of California for the County of Santa Clara.

4. "Plaintiff's Counsel" shall mean the attorneys representing Plaintiff in the Action, Heather Davis and Amir Nayebdadash of Protection Law Group, LLP.

5. "Defense Counsel" shall mean the attorneys representing Defendants in the Action, Marlene Stephanie Muraco of Littler Mendelson.

6. "Defendants" mean Lite-On, Inc., Lite-On Technology Service, Inc. and Lite-On Trading USA, Inc.

7. The "PAGA Period" shall mean the period of time from August 6, 2020, through October 27, 2023.

8. "PAGA Group" or "PAGA Member(s)" shall mean all current and former non-exempt employees of Defendants who worked for Defendants in California at any time during the PAGA Period.

9. "Aggrieved Employee List" means a complete list of all unique individuals within the PAGA Group, which Defendants will diligently and in good faith compile from its records containing the following information: (1) full name; (2) last known home address; (3) last known

1 telephone number; (4) social security number; (5) start and end dates of active employment as a
2 non-exempt employee of Defendants in the State of California; (6) total pay periods worked during
3 the PAGA Period; and (7) any other information required to effectuate the terms of the Settlement.
4 The Parties agree that this list contains confidential information concerning Defendants'
5 employees and that the list including contact information shall not be shared with counsel for
6 Plaintiff, but an anonymized list with final calculations shall be available for Plaintiff's Counsel's
7 review.

8 10. "Plaintiff's Counsel Fees Payment" shall mean one-third (1/3) of the Gross
9 Settlement Amount, or \$3,166.67, subject to approval by the Superior Court as Plaintiff's
10 Counsel's attorneys' fees incurred in connection with the settlement of the alleged PAGA claims.
11 Any attorney fees not approved by the Court shall become part of the Net Settlement Amount.
12 Defendants have agreed not to oppose Plaintiff's Counsel's request for fees in the amount set forth
13 above.

14 11. "Plaintiff's Counsel Litigation Costs Payment" shall mean the actual litigation
15 expenses and/or costs expended by Plaintiff's Counsel subject to approval by the Superior Court
16 in the amount not to exceed Two Hundred and Twenty-Three Dollars and Ninety Cents (\$223.90).
17 Any costs not approved by the Court shall become part of the Net Settlement Amount. Defendants
18 have agreed not to oppose Plaintiff's Counsel's request for costs and expenses in the amount set
19 forth above.

20 12. "Pay Period" shall mean any pay period in which a PAGA Member worked at least
21 one (1) day during the PAGA Period.

22 13. "Individual Pay Periods" shall mean the total number of Pay Periods for any unique
23 individual within the PAGA Group.

24 14. "Gross Settlement Amount" shall mean the maximum amount Defendants are
25 required to pay under this Agreement, which is Nine Thousand Five Hundred Dollars and Zero
26 Cents (\$9,500.00). The Gross Settlement Amount includes (i) Plaintiff's Counsel Fees Payment as
27 approved by the Superior Court; (ii) Plaintiff's Counsel Litigation Costs Payment as approved by
28 the Superior Court; (iii) the LWDA Payment; and (iv) the PAGA Payment.

1 15. "Net Settlement Amount" shall mean the Gross Settlement Amount, less (i)
2 Plaintiff's Counsel Fees Payment as approved by the Superior Court; (ii) Plaintiff's Counsel
3 Litigation Costs Payment as approved by the Superior Court.

4 16. "LWDA Payment" shall mean the payment to the California Labor and Workforce
5 Development Agency ("LWDA"), which shall be seventy-five percent (75%) of the Net Settlement
6 Amount.

7 17. "Released Claims" means all claims under the California Labor Code Private
8 Attorneys General Act of 2004 for civil penalties, that arose during the PAGA Period, and that
9 could have been premised on the facts alleged in the PAGA Letter to the LWDA and/or in the
10 operative complaint in Action including but not limited to penalties that could have been awarded
11 pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699.

12 18. "Released Parties" means Defendants Lite-On, Inc., Lite-On Technology Service,
13 Inc. and Lite-On Trading USA, Inc., and any affiliated entities as named or misnamed in the
14 operative complaint filed in the Action, and their direct and/or indirect owners, officers, directors,
15 members, managers, employees, agents, representatives, attorneys, insurers, partners, investors,
16 shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors,
17 successors, assigns, and joint venturers.

18 19. "PAGA Payment" shall mean the twenty-five percent (25%) of the Net Settlement
19 Amount available for distribution to the PAGA Members on a pro-rata basis based upon the
20 number of Pay Periods worked by each PAGA Member during the PAGA Period.

21 20. "PAGA Payment Share" shall mean the share of the PAGA Payment calculated to
22 be due to an individual PAGA Member in the PAGA Group as provided by this Settlement
23 Agreement.

24 21. "Effective Date" shall mean the later of the following: (a) if no timely objections
25 are filed or if all objections are withdrawn, the date 61 days after entry of the Court's Order
26 approving the PAGA Settlement; (b) if an objection is filed and not withdrawn, the date for filing
27 an appeal and no such appeal being filed; (c) if any timely appeals are filed, the date of the
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1 resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the
2 Settlement or Judgment.

3 **RECITALS**

4 22. On June 30, 2021, Plaintiff Jaime Ibarra's Counsel gave written notice to the
5 LWDA of the Labor Code violations Defendants were alleged to have violated. (A true and correct
6 copy of Plaintiff's June 30, 2021, Notice is attached hereto as **Exhibit A.**)

7 23. On August 6, 2021, Plaintiff Jaime Ibarra, filed his Class Action Complaint entitled
8 "*Jaime Ibarra v. Lite-On, Inc. et.al*", Santa Clara County Superior Court, Case No. 21CV385298,
9 against Defendants Lite-On, Inc., Lite-On Technology Service, Inc. and Lite-On Trading USA,
10 Inc. alleging the following nine causes of action: (1) Unpaid Overtime; (2) Unpaid Meal Period
11 Premiums; (3) Unpaid Rest Period Premiums; (4) Unpaid Minimum Wages; (5) Final Wages Not
12 Timely Paid; (6) Wages Not Timely Paid During Employment; (7) Failure to Provide Accurate
13 Wage Statements; (8) Unreimbursed Business Expenses; and (9) Violation of California Business
14 & Professions Code §§ 17200, et. seq. (Santa Clara County Superior Court Case No.:
15 21CV385298) (hereinafter "Class Action Complaint").

16 24. On September 8, 2021, following expiration of the statutory waiting period for the
17 LWDA to review the PAGA notice of Plaintiff, Plaintiff filed his First Amended Class Action and
18 Representative Action Complaint ("FAC") alleging an additional cause of action for violation of
19 California Labor Code section 2699 et seq. ("PAGA")

20 25. After exchanging initial discovery requests and serving discovery responses, in
21 connection with the Action, and in order to work toward a mediated resolution without expending
22 more time and expense of formal discovery, the Parties agreed to attend an Early Settlement
23 Conference.

24 26. Thereafter, the Parties attended an Early Settlement Conference on October 27,
25 2023, with Hon. Sunil R. Kulkarni. With the assistance of the Court, the Parties reached an
26 agreement to resolve the Action.

27 27. The Settlement described in this Settlement Agreement represents a compromise
28 and settlement of highly disputed claims. Nothing in this Settlement is intended or will be

1 construed as an admission by Defendants that Plaintiff's claims in the Action have any merit or
2 that any of the Defendants have any liability to Plaintiff, the PAGA Members, or the State of
3 California on those claims, or as an admission by Plaintiff that Defendants' defenses in the Action
4 has any merit.

5 28. Based on their own thorough, independent investigation and evaluation of the
6 Action, Plaintiff's Counsel are of the opinion that the Settlement of the alleged PAGA claims with
7 Defendants for the consideration and on the terms set forth in this Settlement is fair, reasonable,
8 adequate, and in the best interest of PAGA Members in light of all known facts and circumstances,
9 including the risk of significant costs and delay, the defenses asserted by Defendants including the
10 risks of adverse determinations on the merits, and numerous potential appellate issues. Although
11 Defendants contend that they have no liability in the Action, Defense Counsel shares Plaintiff's
12 Counsel's belief that the Settlement represents a fair and adequate settlement of the alleged PAGA
13 claims given the respective risks associated with the case.

14 29. Based on the foregoing Recitals, the Parties agree as follows:

15 **SETTLEMENT TERMS AND CONDITIONS**

16 30. **Gross Settlement Amount.** Defendants will pay the Gross Settlement Amount of
17 Nine Thousand Five Hundred Dollars (\$9,500) in order to resolve the PAGA claims alleged in the
18 Action. The Gross Settlement Amount is based on Defendants' representation that there are 268
19 pay periods in the PAGA Period. If the number of pay periods in the PAGA Period increase by
20 more than 10% (i.e. by more than 27 pay periods) Defendants shall (1) increase the Gross
21 Settlement Amount of a pro rata basis to the pay periods worked over this amount (i.e. if the
22 number of pay periods increases 11%, the Gross Settlement Amount will increase 1%); or (2)
23 adjust the end date of the PAGA Period so that it does not incorporate more than 295 pay periods.
24 Except as described above, in no event will Defendants be required to pay more than the Gross
25 Settlement Amount for distribution to Plaintiff, Plaintiff's Counsel, PAGA Members, LWDA, or
26 for any other costs or expenses not otherwise enumerated.
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1 **31. Payments from the Gross Settlement Amount:** Subject to the terms and
2 conditions of this Settlement, the Defendants will make the following payments out of the Gross
3 Settlement Amount as follows:

4 a) **To Plaintiff's Counsel:** Defendants agree not to oppose any application or
5 motion by Plaintiff's Counsel for attorneys' fees in an amount not to exceed one-third (1/3/) of the
6 Gross Settlement Amount, or Three Thousand One Hundred Sixty-Six Dollars and Sixty Seven
7 Cents (\$3,166.67). Plaintiff's Counsel will also submit to the Superior Court a memorandum of
8 costs for the Plaintiff's Counsel Litigation Expenses in an amount not to exceed Two Hundred and
9 Twenty-Three Dollars and Ninety Cents (\$223.90), as requested reasonable costs incurred which
10 are to be paid from the Gross Settlement Amount. The costs and fees provided under the Settlement
11 Agreement and approved by the Court shall be the total costs and attorneys' fees recoverable
12 connection with the resolution of the alleged PAGA claims.

13 b) **Distribution of the Net Settlement Amount:** Seventy-five percent (75%)
14 of the Net Settlement Amount shall be distributed to the LWDA ("LWDA Payment"). The
15 remaining 25% of the Net Settlement Amount shall be distributed to the PAGA Members on a pro
16 rata basis based upon the number of pay periods worked by each PAGA Member ("PAGA Member
17 Payment").

18 **32. PAGA Payment Shares:** Subject to the terms and conditions of this Settlement,
19 Defendants will calculate the PAGA Payment Shares for each PAGA Member within fourteen
20 (14) calendar days of the Effective Date and provide these calculations to Plaintiff's Counsel for
21 review. The PAGA Payment Share for each PAGA Member will be calculated as follows,
22 understanding that the formulas below do not constitute an admission by either Party, and are
23 intended only to provide a practical means to simplify and administer the claims process:

24 a) **Number of PAGA Members and Pay Periods:** The Parties shall
25 determine the total number of PAGA Members and the aggregate number of Pay Periods for those
26 PAGA Members during the PAGA Period.

1 b) **Calculation of the Pay Period Value:** The Parties shall determine the value
2 of a Pay Period ("Pay Period Value") by taking the PAGA Payment amount (i.e., 25% of the Net
3 Settlement Amount) and dividing it by the sum of all PAGA Members' Pay Periods.

4 c) **Calculation of PAGA Payment Shares:** The Parties shall assign to each
5 PAGA Member a PAGA Payment Share which shall be equal to the Pay Period Value multiplied
6 by each PAGA Member's Individual Pay Periods. Upon calculation of the PAGA Members'
7 PAGA Payment Shares, Defense Counsel shall furnish to Plaintiff's Counsel a worksheet
8 containing a list of employee identification numbers for the PAGA Members with their
9 corresponding Individual Pay Periods and PAGA Payment Shares.

10 33. **Taxes and Withholdings:** Each PAGA Payment Share is intended to settle the
11 PAGA Members' claims for civil penalties arising under PAGA. Accordingly, one hundred
12 percent (100%) of each PAGA Payment Share shall represent civil penalties. The PAGA Payment
13 Share shall be paid to the PAGA Member in full without deductions or withholdings, and
14 Defendants shall issue an IRS Form 1099 to each PAGA Member for that amount. Each PAGA
15 Member shall be individually responsible for their own share of applicable income tax
16 withholdings and deductions for his or her PAGA Payment Share.

17 34. **Circular 230 Disclaimer.** The Parties acknowledge and agree that (1) no provision
18 of this Stipulation, and no written communication or disclosure between or among the Parties,
19 Plaintiff's Counsel, or Defense Counsel and other advisers, is or was intended to be, nor shall any
20 such communication or disclosure constitute or be construed or be relied upon as, tax advice within
21 the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended);
22 (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal
23 and tax counsel for advice (including tax advice) in connection with this Stipulation, (b) has not
24 entered into this Stipulation based upon the recommendation of any other party or any attorney or
25 advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by
26 any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
27 acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation
28 that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of

whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Stipulation.

RELEASE OF CLAIMS

35. **Released Claims.** Upon the Effective Date, Plaintiff, the PAGA Members, and the State of California and its LWDA will fully and finally release and discharge Released Parties from all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that arose during the PAGA Period and which could have been premised on the facts alleged in the PAGA Letter to the LWDA and/or in the operative complaint in in the Action including but not limited to penalties that could have been awarded pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699.

36. The Released Claims expressly exclude all claims by PAGA Members for individual wage claims, vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the PAGA Period.

37. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Sup. Ct. (Angelo Dairy)*, 46 Cal.4th 969 (2009), and *Cardenas v. McLane Foodservice, Inc.*, 796 F.Supp.2d 1246 (2011), individuals otherwise meeting the definition of a PAGA Member who are eligible to receive a PAGA Payment Share shall be deemed to have released their Released Claims regardless of whether the check is cashed or not.

38. The Parties intend that the Released Parties can assert this Settlement Agreement as a defense to any future claims for penalties brought by the LWDA or any claims brought under PAGA on behalf of the LWDA for any act or omission alleged to have occurred before the date of entry of the Court's order approving the PAGA Settlement. The Parties intend this PAGA settlement and the resulting judgment to have claim preclusive effect, issue preclusive effect, estoppel effect and to otherwise bar a representative action if LWDA or any alleged aggrieved employee were to bring a subsequent claim on behalf of the LWDA based on the same factual

1 predicates as of the Action for any act or omission alleged to have occurred before the date of entry
2 of Judgment.

3 **PROCEDURE FOR APPROVING SETTLEMENT**

4 39. **Motion for Approval of Settlement:** Plaintiff will move the Superior Court for an
5 order granting approval of the Settlement ("Motion for Approval").

6 40. Simultaneously with submitting the Motion for Approval to the Court, Plaintiff's
7 Counsel will submit a copy of the Settlement to the LWDA as required by Labor Code § 2699(1)(2).

8 41. If the Court conducts a hearing on the Motion for Approval, the Parties will jointly
9 appear, support the granting of the Motion for Approval, and seek an order granting approval of
10 the Settlement.

11 42. Should the Court require any amendments to this Settlement Agreement or the
12 Motion for Approval, the Parties agree to work jointly to resolve any issues in order to secure the
13 Court's approval.

14 43. In the event that the Court denies approval of the Settlement with prejudice, then
15 this Settlement Agreement, and any documents generated to bring it into effect, will be null and
16 void, and the Parties will be returned to their positions prior to them attending the Early Settlement
17 Conference. If the Court continues the hearing on the Motion for PAGA Approval or denies the
18 settlement without prejudice the Parties agree to meet and confer to address the Court's concerns.

19 44. Upon approval of the Settlement by the Court, the Parties will present to the Court
20 a Proposed Final Order and Judgment regarding the alleged PAGA claims.

21 45. Within 10 calendar days of entry of the Order approving the Settlement Plaintiff's
22 Counsel will submit a copy thereof to the LWDA as required by Labor Code § 2699(1)(3).

23 46. **Payment of the Gross Settlement Amount and PAGA Payment Shares.**

24 a) No later than fourteen (14) calendar days after the Effective Date,
25 Defendants will provide counsel for Plaintiff an anonymized list with final calculations that shall
26 be available for Plaintiff's Counsel's review.

27 b) Following approval by Plaintiff's Counsel of the final calculations,
28 Defendants shall pay Plaintiff's Counsel the attorneys fees approved by the Court, the payment

1 from the Net Settlement Amount approved by the Court to the LWDA, and shall send each PAGA
2 Member his or her PAGA Payment Share by sending a check in the appropriate amount to the
3 address indicated in the Aggrieved Employee List. The payments to the LWDA, Plaintiff's
4 Counsel, and the PAGA Payment Share to each PAGA Member, along with the PAGA Payment
5 Share notice, shall be sent by the Defendants no later than twenty-eight (28) days following the
6 Effective Date.

7 c) If a PAGA Payment Share is returned by the U.S. Postal Service because of
8 an incorrect address, Defendant will promptly, and not later than five (5) calendar days after days
9 from receipt of the returned packet, search for a more current address for the PAGA Member and
10 attempt to re-mail this payment.

11 47. **Uncashed PAGA Payment Share Checks.** Any checks paid to PAGA Members
12 shall be negotiable for one hundred eighty (180) calendar days from the date of their issuance. A
13 PAGA Member must cash his or her PAGA Payment Share check within one hundred eighty (180)
14 calendar days after it is mailed to him or her. If a check remains uncashed after one hundred eighty
15 (180) calendar days from the initial mailing this check shall be voided and the funds shall be
16 transmitted to Bay Area Legal Aid as the *cy pres* recipient within thirty (30) days of the expiration
17 of these checks.

18 MISCELLANEOUS PROVISIONS

19 48. **Effect on Other Benefit Plans.** The payment of PAGA Payment Shares made to
20 PAGA Members under this Settlement will not be used to calculate any additional benefits under
21 any benefit plans, to which any PAGA Members may be eligible, including, but not limited to
22 profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave
23 plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement
24 Agreement will not affect any rights, contributions, or amounts to which any PAGA Member may
25 be entitled under any benefit plans.

26 49. **No Prior Assignments.** The Parties and their counsel represent, covenant, and
27 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
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1 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
2 action, cause of action or right released and discharged.

3 **50. Integrated Agreement.** After this Settlement is signed and delivered by all Parties
4 and their counsel, and upon approval by the Court, this Settlement Agreement will constitute the
5 entire agreement between the Parties relating to the settlement of the alleged PAGA claims, and it
6 will then be deemed that no oral representations, warranties, covenants, or inducements have been
7 made to any Party concerning this Settlement or its exhibits other than the representations,
8 warranties, covenants, and inducements expressly stated in this Settlement.

9 **51. Continuing Jurisdiction.** After entry of the Order and Judgment, the Court will
10 have limited continuing jurisdiction solely for purposes of addressing: (a) the interpretation and
11 enforcement of the terms of the Settlement, (b) settlement administration matters, pursuant to the
12 Code Civil Procedure section 664.

13 **52. Amendment or Modification of Agreement.** This Settlement Agreement may be
14 amended or modified only by a written instrument signed by counsel for all Parties or their
15 successors in-interest and approved by the Court.

16 **53. Authorization to Enter into Settlement Agreement.** Counsel for all Parties
17 warrant and represent they are expressly authorized by the Parties whom they represent to negotiate
18 this Settlement Agreement and to take all appropriate action required or permitted to be taken by
19 such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
20 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
21 counsel will cooperate with each other and use their best efforts to affect the implementation of
22 the Settlement. If the Parties are unable to reach an agreement on the form or content of any
23 document needed to implement the Settlement, or on any supplemental provisions that may
24 become necessary to effectuate the terms of this Settlement, the Parties shall present the dispute to
25 and seek the assistance of the Court to resolve such disagreement.

26 **54. Settlement Binding on Successors and Assigns.** This Settlement Agreement will
27 be binding upon, and inure to the benefit of, the successors or assigns of the Parties.
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1 **55. California Law Governs.** All terms and conditions of this Settlement and its
2 exhibits will be governed by and interpreted according to the laws of the State of California.

3 **56. Execution and Counterparts.** This Settlement Agreement is subject only to the
4 execution of all Parties. However, the Settlement Agreement may be executed in one or more
5 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
6 of the signature page, will be deemed to be one and the same instrument provided that counsel for
7 the Parties will exchange among themselves original signed counterparts.

8 **57. Acknowledgment that the Settlement is Fair and Reasonable.** The Parties and
9 their respective counsel believe and warrant that this Settlement is a fair, reasonable, and adequate
10 settlement of the alleged PAGA claims and have arrived at this Settlement after arms-length
11 negotiations by experienced counsel, taking into account all relevant factors, current and potential.
12 The Parties further acknowledge that they are each represented by competent counsel and that they
13 have had an opportunity to consult with their counsel regarding the fairness and reasonableness of
14 this Settlement.

15 **58. Invalidity of Any Provision.** Before declaring any provision of this Agreement
16 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
17 consistent with applicable precedents so as to define all provisions of this Agreement valid and
18 enforceable.

19 **59. Captions.** The captions of any section or paragraph of this Agreement are inserted
20 for the reader's convenience and in no way define, limit, construe or describe the scope or intent
21 of the provisions of this Agreement.

22 **60. Waiver.** No waiver of any condition or covenant contained in this Settlement
23 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
24 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
25 right or remedy.

26 **61. Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms
27 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
28 against one Party than another merely by virtue of the fact that it may have been prepared by

counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

62. **Representation By Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. The Parties further acknowledge that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

63. **Voluntary Agreement.** The Parties acknowledge that they have entered into this Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress, or undue influence of any Party, and not in reliance on any promises, representations, or statements made by the other Parties other than those contained in this Settlement Agreement. Each of the Parties expressly waives any right he/she/it/they might ever have to claim that this Settlement Agreement was in any way induced by fraud.

64. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms.

65. **Non-Admission of Liability.** The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, that they violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action

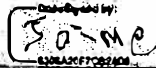
1 or proceeding to establish any liability or admission on the part of Defendants or to establish the
2 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
3 local or other applicable law.

4 66. **Confidentiality.** Prior to the filing of the PAGA approval motion, Plaintiff and
5 their Counsel agree not to discuss the terms or the fact of the Settlement with third parties. Plaintiff
6 and their Counsel agree not to publish any of the terms or conditions of this settlement outside of
7 the filing of the Motion for Approval.

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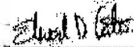
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LITE-ON, INC.

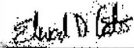
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By: Edward Carter

Title: President

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13 DATED: 1/17/2024

LITE-ON TECHNOLOGY SERVICE, INC.

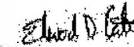
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By: Edward Carter

Title: President

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LITE-ON TRADING USA, INC.

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By: Edward Carter

Title: President

1 DATED: December 13, 2023

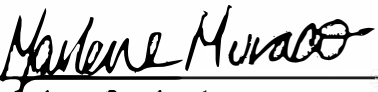
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8 DATED: December 14, 2023

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15 USA, INC.

16 DATED: December 14, 2023

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