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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

YUNY DULIA BONILLA MURILLO,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

vs.

QUANTA COMPUTER USA, INC., a
California corporation; TPS SOLUTIONS,
INC., a California Corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 22CV005095

CLASS ACTION

[Honorable Brad Seligman]

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

Complaint filed: January 6, 2022
Trial date: Not set

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1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

2 This Joint Stipulation of Class Action Settlement (“Joint Stipulation of Settlement” or
3 “Settlement” or “Agreement”) is made and entered into by and between Plaintiff Yuny Dulia Bonilla
4 Murillo, individually, and on behalf of all others similarly situated, (“Plaintiff” or “Class Representative”),
5 and Defendants QUANTA COMPUTER USA, INC., QUANTA MANUFACTURING NASHVILLE,
6 LLC (dba Quanta Manufacturing Fremont), QUANTA MANUFACTURING INCORPORATION
7 (collectively “Quanta”) and TPS SOLUTIONS, INC. (“TPS”, Quanta and TPS are collectively referred
8 to as “Defendants”). Plaintiff and Defendants are sometimes referred to individually as a “Party” or
9 collectively referred to herein as “the Parties.” THE PARTIES STIPULATE AND AGREE as follows:

10 **DEFINITIONS**

11 1. For purposes of this Settlement, “Complaint” refers to the first amended complaint filed on
12 March 16, 2022 in this Action.

13 2. For purposes of this Settlement, this matter, entitled *Murillo v. Quanta Computer USA,*
14 *Inc.*, Case No. 22CV005095, is referred to herein as the “Action.”

15 3. For purposes of this Settlement, the “Class Period” is January 6, 2018, through September
16 27, 2023.

17 4. For purposes of this Settlement, the “Class” or “Class Members” consist of: Anyone who
18 was employed by Defendant Quanta or placed with Defendant Quanta by Defendant TPS in the State of
19 California, as a non-exempt or hourly-paid employee at any time during the Class Period. “Settlement
20 Class Members” are those Class Members who do not submit timely exclusion requests to the Settlement
21 Administrator.

22 5. For purposes of this Settlement, “Class Counsel” means MOON LAW GROUP, PC.

23 6. For purposes of this Settlement, “Court” means the Alameda County Superior Court.

24 7. For purposes of this Settlement, “Covered Workweeks” means the number of weeks a
25 Class Member worked during the Class Period.

26 8. For the purposes of this Settlement, “LWDA” means the California Labor and Workforce
27 Development Agency.

28 9. For purposes of this Settlement, “Response Deadline” means the date forty-five (45) days

1 after the Settlement Administrator initially mails the Notice to Class Members (“Notice”) and the last date
2 on which Class Members may submit a request for exclusion or written objection to the Settlement. In the
3 case of a re-mailed Notice, the Response Deadline will be the later of 45 calendar days after initial mailing
4 or 14 calendar days from re-mailing. The Response Deadline may be extended only as expressly described
5 herein.

6 10. For purposes of the Settlement, “Defendants’ Counsel” refers collectively to HOPKINS &
7 CARLEY, A LAW CORPORATION as counsel for Quanta, and GORDON REES SCULLY
8 MASUKHANI, LLP as counsel for TPS.

9 11. For purposes of this Settlement, “PAGA” means the Labor Code Private Attorneys
10 General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*).

11 12. For purposes of this Settlement, “FLSA”, means the Fair Labor Standards Act.

12 13. For purposes of this Settlement, “PAGA Allocation” means the portion of the Gross
13 Settlement Amount that the Parties have agreed to allocate to resolution of the Released PAGA Claims.
14 The Parties have agreed that the PAGA Allocation will be \$200,000 from the Gross Settlement Amount.
15 Pursuant to PAGA, Seventy Five Percent (75%), or \$150,000, of the PAGA Allocation will be paid to the
16 Labor and Workforce Development Agency (“LWDA”) (“PAGA Penalty Payment”), and Twenty Five
17 Percent (25%), or \$50,000, of the PAGA Allocation will be paid to the PAGA Employees (“PAGA
18 Settlement Payment”).

19 14. For purposes of this Settlement, “PAGA Period” means the period between January 6,
20 2021, through September 27, 2023.

21 15. For purposes of this Settlement, “PAGA Employee” means anyone who was employed by
22 Defendant Quanta or placed with Defendant Quanta by Defendant TPS in the State of California, as a non-
23 exempt or hourly-paid employee at any time during the PAGA Period. It is stipulated by the Parties that,
24 for purposes of this Settlement, all PAGA Employees are “aggrieved employees” as defined pursuant to
25 PAGA.

26 16. For purposes of this Settlement, “PAGA Pay Periods” means the number of pay periods
27 each PAGA Employee worked during the PAGA Period.

28 17. For purposes of this Settlement, “PAGA Representative” means Plaintiff.

18. For purposes of this Settlement, “Released PAGA Claims” means all claims for penalties and any other available relief pursuant to PAGA based on the facts and/or claims asserted in Plaintiff’s Complaint arising during the PAGA Period.

19. For purposes of this Settlement, “Settlement Administrator” means and refers to ILYM Group, Inc., the third-party entity that will administer the Settlement as outlined herein, or any other third-party class action settlement claims administrator agreed to by the Parties and approved by the Court for the purposes of administering the Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

20. For purposes of this Settlement, “Settlement Payment” means all of the payments to Settlement Class Members (the “Settlement Class Payment”) and all of the payments to PAGA Employees (the “PAGA Settlement Payment”).

STIPULATED BACKGROUND

21. On January 6, 2022, Plaintiff filed the putative class Action alleging the following labelled causes of action: (1) Failure to Pay Minimum Wage and Straight Time Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7]; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]. In the Complaint, Plaintiff sought to represent all persons that worked for Defendants in California as an hourly-paid, non-exempt employee at any time during the period beginning four years before the filing of the initial complaint and ending when Notice to the Class is sent.

22. Plaintiff satisfied the administrative exhaustion requirement that is a prerequisite to filing a claim for civil penalties under PAGA. On March 16, 2022, Plaintiff filed a first amended complaint adding a cause of action for civil penalties under PAGA .

23. Solely for purposes of settling this case, the Parties and their respective counsel stipulate and agree that the requisites for establishing class certification with respect to the Class Members have

1 been met and are met. More specifically for settlement purposes only, the Parties stipulate and agree that:

- 2 (a) The Class is ascertainable and so numerous as to make it impracticable to join all
3 Class Members.
- 4 (b) There are common questions of law and fact including, but not limited to, the
5 following:
- 6 1) Whether or not Defendants paid proper wages to the Class;
 - 7 2) Whether or not Defendants provided meal periods to the Class;
 - 8 3) Whether or not Defendants provided rest periods to the Class;
 - 9 4) Whether or not Defendants paid compensation timely upon separation of
10 employment to former Class Members;
 - 11 5) Whether or not Defendants reimbursed the Class for necessary business
12 expenses;
 - 13 6) Whether or not Defendants paid compensation timely throughout Class
14 Members' employment;
 - 15 7) Whether or not Defendants provided accurate itemized statements to the
16 Class;
 - 17 8) Whether or not waiting-time penalties are available to the Class for
18 violation of California Labor Code § 203;
 - 19 9) Whether or not Defendants maintained requisite records;
 - 20 10) Whether or not Defendants paid proper meal period pay or rest period pay
21 to the Class; and,
 - 22 11) Whether or not Defendants engaged in unlawful or unfair business
23 practices affecting the Class in violation of California Business and
24 Professions Code §§ 17200-17208.
- 25 (c) Plaintiff's claims are typical of the claims of the Class Members.
- 26 (d) Plaintiff and Class Counsel will fairly and adequately protect the interests of the
27 Class.
- 28 (e) The prosecution of separate actions by individual members of the Class would

1 create the risk of inconsistent or varying adjudications, which would establish
2 incompatible standards of conduct.

3 (f) With respect to the Class, questions of law and fact common to the members of the
4 Class predominate over any questions affecting any individual member in such
5 Class, and that a class action is superior to other available means for the fair and
6 efficient adjudication of the controversy.

7 24. Should, for whatever reason, the Settlement not become effective, the fact that the Parties
8 were willing to stipulate to certification as part of the Settlement shall have no bearing on, and shall not be
9 admissible in connection with, the issue of whether the Class Members and/or the Class claims should be
10 certified in a non-settlement context in this Action or in any other lawsuit. Defendants expressly reserve
11 their rights to oppose claim or class certification in this or any other action should this Settlement not
12 become effective.

13 25. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the
14 claims alleged in the Complaint, and Defendants further deny that, for any purpose other than settling this
15 lawsuit, the Action is appropriate for class or representative treatment. With respect to Plaintiff's claims,
16 Defendants contends, among other things, that Plaintiff and the Class Members have been paid proper
17 wages, have been provided meal periods or they have been made available as required, have been provided
18 rest periods or they have been authorized and permitted as required, have been paid timely wages upon
19 separation of employment, and have been provided with accurate itemized wage statements. Defendants
20 contend, among other things, that they have complied at all times with the California Labor Code and the
21 applicable Wage Orders of the Industrial Welfare Commission. Furthermore, with respect to all claims,
22 Defendants contend that they have complied at all times with the California Business and Professions
23 Code, and the FLSA.

24 26. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge
25 all disputes and claims arising from or related to the Complaint.

26 27. Class Counsel has conducted a thorough investigation into the facts of this Action,
27 including an extensive review of relevant documents, and has diligently pursued an investigation of the
28 claims of the Class against Defendants. Based on its own independent investigation and evaluation, Class

Counsel is of the opinion that the Settlement with Defendants for the consideration and on the terms set forth in this Joint Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, the risk the Class will not be certified by the Court, defenses asserted by Defendants, and numerous potential appellate issues. Defendants and Defendants' Counsel also agree that the Settlement is fair and in the best interest of the Class.

28. The Parties agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of this Settlement.

29. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the final approval hearing to be conducted by the Court.

PRIMARY TERMS OF SETTLEMENT

30. NOW THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

- (a) It is agreed by and among the Class and Defendants that this Action and any claims, damages, or causes of action arising out of the disputes which are the subject of this Action, be settled and compromised as between the Class and Defendants, subject to the terms and conditions set forth in this Settlement and the approval of the Court.
- (b) Effective Date: The terms of settlement embodied in this Settlement shall become effective when all of the following events have occurred: (i) this Joint Stipulation of Settlement has been executed by all Parties and their respective counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has been given to the Class, providing them with an opportunity to dispute information contained in the Notice, to opt out of the Settlement, or to object to the Settlement; (iv) the Court has held a final approval hearing and entered a final order and judgment certifying the Class and approving this Settlement; and (v) the later of the following events: (a) the day final approval is granted if there are no objections to

1 the settlement; (b) sixty-five (65) days following notice of entry of the Court’s final
2 order approving the Settlement if there are any objections by any Class Member;
3 (c) or if any appeal, writ or other appellate proceeding opposing this Settlement has
4 been filed within sixty-five (65) days following notice of entry of the Court’s final
5 order approving the Settlement, then twenty (20) days after when any appeal, writ
6 or other appellate proceeding opposing the Settlement has been resolved finally
7 and conclusively with no right to pursue further remedies or relief (“Effective
8 Date”).

9 (c) Gross Settlement Amount: Defendants’ maximum total payment under the
10 Settlement, including all attorney’s fees and costs, the Service Payment to the
11 named Plaintiff, the costs of settlement administration, the PAGA Allocation, and
12 any other payments provided by this Settlement, is \$2,250,000.00 (“Gross
13 Settlement Amount”), subject to the Escalator Clause and except that, to the extent
14 that any portions of the Settlement Class Payment constitute wages, Defendants
15 will be separately responsible for any employer payroll taxes required by law,
16 including the employer FICA, FUTA, and SDI contributions. Quanta shall
17 contribute \$1,750,000.00 plus any employer payroll taxes associated with Class
18 Members who it directly hired. TPS shall contribute \$500,000.00 plus any
19 employer payroll taxes associated with Class Members who it directly hired and
20 placed at Quanta.

21 (d) Escalator Clause: The Parties estimate that as of the July 27, 2023 mediation date,
22 the number of workweeks worked by Settlement Class Members is approximately
23 123,921. If it is determined that the workweeks during the Class Period exceeds
24 136,313 (123,921 plus 10%), the Gross Settlement Amount, will be increased by
25 the same number of percentage points above 10% by which the actual number of
26 workweeks exceeds 136,313. For example, if the actual number of workweeks is
27 determined to be 12% higher than 123,921, the Gross Settlement Amount will be
28 increased by 2% not 12% (the “Escalator Clause”). If the Gross Settlement

Amount increases as a result of the application of this section 30(d), the increase in the Gross Settlement Amount shall be funded and allocated between Quanta and TPS in the same proportion as their contributions to the initial Gross Settlement Amount (i.e., Quanta shall fund 77.8% of any increase in the Gross Settlement Amount, and TPS shall fund 22.2% of any increase in the Gross Settlement Amount.) In the alternative, Defendants in their sole discretion may elect to end the release period on the date on which the workweeks reach 136,313. The Gross Settlement Amount will not be reduced for any reason.

- (e) Non-reversionary Settlement: No portion of the Gross Settlement Amount will revert to Defendants.
- (f) No Claims Required: Class Members will not be required to submit a claim to receive their Settlement Payment.
- (g) Net Settlement Amount: The Net Settlement Amount for the Settlement Class Payment shall be calculated by deducting from the Gross Settlement Amount (\$2,250,000.00) the following sums, subject to approval by the Court: (1) attorney's fees (not to exceed 33 and one-third% of the Gross Settlement Amount); (2) reasonable litigation costs (not to exceed \$25,000.00); (3) the Service Payment (not to exceed \$10,000.00 to the named Plaintiff); (4) the PAGA Allocation in the amount of \$200,000.00; and (5) costs of settlement administration (estimated not to exceed \$20,000) ("Net Settlement Amount"). Settlement Payments to the Class Members will be calculated by the Settlement Administrator and paid out of the Net Settlement Amount as set forth below.
- (h) Payroll Taxes and Required Withholdings: To the extent that any portions of the Settlement Class Members' Settlement Payments constitute wages, Defendants will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions. Except for any employer payroll taxes, it is understood and agreed that Defendants' maximum total liability under this Settlement shall not exceed the Gross Settlement Amount.

The Settlement Administrator will calculate and submit the Defendants' respective employer shares of payroll taxes after advising Defendants of the total amount owed, in aggregate, as employer-side payroll taxes and receiving a lump sum payment from Defendants in that amount when the Gross Settlement Amount is delivered to the Settlement Administrator.

(i) Settlement Class Payments (Excludes PAGA Allocation): Settlement Class Payments will be paid out of the Net Settlement Amount. Each Settlement Class Member will be paid a pro-rata share of the Net Settlement Amount as calculated by the Settlement Administrator. The pro-rata share will be determined by comparing the individual Settlement Class Member's Covered Workweeks employed during the Class Period in California to the total Covered Workweeks of all the Settlement Class Members during the Class Period as follows: [Covered Workweeks worked by a Settlement Class Member] ÷ [Sum of all Covered Workweeks worked by all Settlement Class Members] × [Net Settlement Amount] = individual Settlement Payment for a Settlement Class Member. Settlement Class Payments in the appropriate amounts will be distributed by the Settlement Administrator by mail to the Settlement Class Members. Un-cashed, unclaimed or abandoned checks, shall be transmitted to the California State Bar's "Justice Gap Fund", as set forth below.

(j) PAGA Payments: Each PAGA Employee will be paid a pro-rata share of the PAGA Settlement Payment as calculated by the Settlement Administrator. Class Members will not be permitted to exclude themselves from this portion of the Settlement. The pro-rata share will be determined by comparing the individual PAGA Employees' PAGA Pay Periods during the PAGA Period to the total PAGA Pay Periods of all the PAGA Employees during the PAGA Period as follows: [PAGA Pay Periods worked by a PAGA Employee] ÷ [Sum of all PAGA Pay Periods worked by all PAGA Employees] × [PAGA Settlement Payment] = individual PAGA Employee's portion of the PAGA Settlement Payment. PAGA

1 Settlement Payments to PAGA Employees in the appropriate amounts will be
2 distributed by the Settlement Administrator by mail to the PAGA Employees at the
3 same time Settlement Class Payments issue to the Settlement Class. Un-cashed,
4 unclaimed or abandoned checks, shall be transmitted to the California State Bar's
5 "Justice Gap Fund" below. The LWDA's PAGA Penalty Payment will issue to the
6 LWDA at the same time Settlement Payments issue to the Settlement Class.

7 (k) Allocation of Settlement Payments: The Parties have agreed that Settlement Class
8 Payments will be allocated as follows: 20% to wages, 40% to penalties, and 40% to
9 interest. The PAGA Settlement Payment shares to PAGA Employees will be
10 entirely allocated to penalties. Appropriate federal, state and local withholding
11 taxes will be taken out of the wage allocations, and each Class Member will
12 receive an IRS Form W-2 with respect to this portion of the Settlement Payment.
13 Defendants' share of payroll taxes and other required withholdings will be paid as
14 set forth above, including but not limited to the Defendants' FICA and FUTA
15 contributions, based on the payment of claims to the Class Members. IRS Forms
16 1099 will be issued to each Class Member reflecting the payments for penalties and
17 interest. Class Members are responsible to pay appropriate taxes due on the
18 Settlement Payments they receive. To the extent required by law, IRS Forms 1099
19 and W-2 will be issued to each Class Member with respect to such payments.

20 (l) Settlement Payments Do Not Give Rise to Additional Benefits: All Settlement
21 Payments to individual Class Members shall be deemed to be paid to such Class
22 Member solely in the year in which such payments actually are received by the
23 Class Member. It is expressly understood and agreed that the receipt of such
24 Settlement Payments will not entitle any Class Member to additional compensation
25 or benefits under any company bonus, contest or other compensation or benefit
26 plan or agreement in place during the period covered by the Settlement up to and
27 including the date the Settlement becomes effective, nor will it entitle any Class
28 Member to any increased retirement, 401(k) benefits or matching benefits or

1 deferred compensation benefits. It is the intent that the Settlement Payments
2 provided for in this Settlement are the sole payments to be made by Defendants to
3 the Class Members, and that the Class Members are not entitled to any new or
4 additional compensation or benefits as a result of having received the Settlement
5 Payments (notwithstanding any contrary language or agreement in any benefit or
6 compensation plan document that might have been in effect during the period
7 covered by this Settlement).

8 (m) Attorney's Fees and Costs: Subject to approval by the Court, Defendants will not
9 object to Class Counsel's application for attorney's fees not to exceed one-third of
10 the Gross Settlement Amount and reimbursement of litigation costs and expenses
11 not to exceed \$25,000.00.

12 (n) Service Payment: Subject to Court approval, and in exchange for a general release,
13 Defendants will not object to Class Counsel's application for an additional
14 payment of up to \$10,000.00 to Plaintiff for service as a Class Representative
15 ("Service Payment"). It is understood that the Service Payment is in addition to the
16 individual Settlement Payment to which a Class Representative is entitled to along
17 with the other Class Members. In exchange, Plaintiff has agreed to release all
18 claims, whether known or unknown, under federal law or state law against the
19 Releasees, to the extent permitted by law, through the Class Period ("Plaintiff's
20 Released Claims"). Plaintiff understands that this release includes unknown
21 claims and that he is, as a result, waiving all rights and benefits afforded by
22 Section 1542 of the California Civil Code, which provides:

23 **A general release does not extend to claims that the creditor**
24 **or releasing party does not know or suspect to exist in his or**
25 **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.

26 Specifically excluded from Plaintiff's Released Claims are any claims for workers'
27 compensation benefits. The Service Payment will issue at the same time all
28 Settlement Payments are mailed to the Settlement Class.

- (o) Defendants or the Settlement Administrator will issue an IRS Form 1099 for the Service Payment to the Plaintiff. The Plaintiff will be individually responsible for correctly characterizing this compensation on personal income tax returns for tax purposes and for paying any taxes on the amounts received. Should the Court approve a Service Payment in an amount less than that set forth above, the difference between the lesser amount(s) approved by the Court and the Service Payment amount(s) set forth above shall be added to the Net Settlement Amount. Plaintiff agrees not to opt out or object to the Service Payment as the Class Representative.
- (p) Settlement Administrator: The Settlement Administrator will be ILYM Group, Inc., or such Settlement Administrator as may be mutually agreeable to the Parties and approved by the Court. Cost of settlement administration is estimated not to exceed \$20,000. The costs of the Settlement Administrator for work done shall be paid regardless of the outcome of this Settlement.
- (q) Funding of Settlement Account: Quanta will fund its portion of the Gross Settlement Amount to the settlement account no later than 14 days after the Effective Date. TPS shall make its \$500,000 payment to the Settlement Administrator no later than 14 days after the Effective Date.
- (r) Mailing of Settlement Payments: The Settlement Administrator shall cause the Settlement Payments to be mailed to the Class Members within 14 calendar days of the receipt of funding.
- (s) Notice of Settlement: Each Class Member will be mailed a notice setting forth the material terms of the proposed Settlement, along with instructions about how to object or request exclusion from the proposed class action Settlement (“Notice”). For each Class Member, there will be pre-printed information on the mailed Notice, based on Defendants’ records, stating the Class Member’s Covered Workweeks during the Class Period and the estimated total Settlement Payment under the Settlement, including the Settlement Class Payment and the PAGA

1 Settlement Payment that will be distributed irrespective of any exclusion request.
2 The pre-printed information based on Defendants' records shall be presumed to be
3 correct. A Class Member may dispute the pre-printed information on the Notice as
4 to his or her Covered Workweeks during the Class Period. Class Members must
5 submit any dispute regarding the information on the Notice as to his or her
6 Covered Workweeks within the Response Deadline. Unless a disputing Class
7 Member submits documentary evidence in support of his or her dispute, the
8 records of the Defendants will be determinative.

9 (t) Settlement Notice Language: The Notice will issue in English and Spanish.

10 (u) Class Members Cannot Exclude Themselves from the Released PAGA Claims:
11 Class Members submitting a Request for Exclusion will nevertheless receive their
12 pro-rata share of the PAGA Settlement Payment. If the Court approves the PAGA
13 Allocation, all Class Members are bound by the Court's resolution of the PAGA
14 claim. Plaintiff shall serve a notice of settlement on the LWDA at or before the
15 time Plaintiff files the motion for preliminary approval.

16 (v) Resolution of Workweek Disputes: If a Class Member disputes the accuracy of
17 Defendants' records used to calculate Covered Workweeks, and the Parties'
18 counsel cannot resolve the dispute informally, the matter will be referred to the
19 Settlement Administrator. The Settlement Administrator will review Defendants'
20 records and any information or documents submitted by the Class Member and
21 issue a non-appealable decision regarding the dispute. The Class Member must
22 submit information or documents supporting his or her position to the Settlement
23 Administrator prior to the expiration of the Response Deadline. Information or
24 documents submitted after the expiration of the Response Deadline will not be
25 considered by the Settlement Administrator, unless otherwise agreed to by the
26 Parties.

27 (w) Right of Class Member to Request Exclusion from the Settlement Class Payment:
28 Any Class Member may request to be excluded from the Settlement Class Payment

1 by mailing a “Request for Exclusion” from the Settlement Class Payment within
2 the Response Deadline. Any Request for Exclusion must include the name,
3 address, telephone number, last four digits of the Class Member’s Social Security
4 Number, and the signature of the Class Member requesting exclusion. Any such
5 request must be made in accordance with the terms of the Notice, and the Notice
6 will advise Class Members of these requirements. Any Class Member who timely
7 requests exclusion in compliance with these requirements (i) shall not have any
8 rights under this Settlement other than a right to receive a pro-rata share of the
9 portion of the PAGA Settlement Payment allocated to the Class Members if the
10 Class Member is also PAGA Employee; (ii) shall not be entitled to receive any
11 Settlement Payments under this Settlement other than as stated in Paragraph 30(j);
12 and (iii) shall not be bound by this Settlement or the Court’s order and final
13 judgment other than as it applies to the PAGA Allocation.

- 14 (x) Right of Class Members to Object to the Settlement: Any Class Member may
15 object to the Settlement. To object, the Class Member may (1) appear at the final
16 approval hearing, remotely or in person, to explain any objection, (2) have an
17 attorney object for the Class Member, or (3) submit a simple written brief or
18 statement of objection to the Settlement Administrator. If any Class Member
19 chooses to submit a written objection, the written objection should contain
20 sufficient information to confirm the identity of the objector and the basis of the
21 objection, including (1) the full name of the Class Member; (2) the signature of the
22 Class Member; (3) the grounds for the objection; and (4) be postmarked within the
23 Response Deadline to permit adequate time for processing and review by the
24 Parties of the written statement or objection. Class Counsel shall ensure that any
25 written objections are transmitted to the Court for the Court’s review (either by
26 Class Counsel or as an attachment to declaration from the Settlement
27 Administrator). Regardless of the form, an objection alone will not satisfy the
28 requirement that a Class Member must either make a timely complaint in

1 intervention before final judgment or by file a motion to set aside and vacate the
2 class judgment under Code of Civil Procedure § 663 to have standing to appeal
3 entry of judgment approving this Settlement, as is required under the California
4 Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260
5 (2018). A Class Member who does not object prior to or at the final approval
6 hearing, will be deemed to have waived any objections and will be foreclosed from
7 making any objections (whether at the final approval hearing, by appeal, or
8 otherwise) to the Settlement. If the objecting Class Member does not formally
9 intervene in the action or move to set aside any judgment and/or the Court rejects
10 the Class Member's objection, the Class Member will still be bound by the terms
11 of this Agreement. Class Counsel and Defendants' Counsel may, at least five (5)
12 calendar days (or some other number of days as the Court shall specify) before the
13 final approval hearing, file responses to any written objections submitted to the
14 Court.

15 **THE SETTLEMENT ADMINISTRATOR'S PRIMARY DUTIES**

16 31. Subject to the Court's approval, and subject to reconsideration by the Parties after a
17 competitive bidding process, the Parties have agreed to the appointment of the Settlement Administrator to
18 perform the customary duties of Settlement Administrator. The Settlement Administrator will mail the
19 Notice, both in English and Spanish, to the Class Members.

20 32. The Settlement Administrator will independently review the Covered Workweeks
21 attributed to each Class Member and will calculate the estimated amounts due to each Class Member and
22 the actual amounts due to each Settlement Class Member in accordance with this Settlement. The
23 Settlement Administrator shall report, in summary or narrative form, the substance of its findings.
24 Defendants will provide the information needed by the Settlement Administrator.

25 33. In accordance with the terms of this Settlement, and upon receipt of Gross Settlement
26 Amount from Defendants, the Settlement Administrator will issue and send out the Settlement Payment
27 checks to the Class Members. Tax treatment of the Settlement Payments will be as set forth herein, and in
28 accordance with state and federal tax laws. All disputes relating to the Settlement Administrator's

1 performance of its duties shall be referred to the Court, if necessary, which will have continuing
2 jurisdiction over the terms and conditions of this Settlement until all payments and obligations
3 contemplated by this Settlement have been fully carried out.

4 34. The Settlement Administrator will post the final judgment approving the Settlement on a
5 website maintained by the Settlement Administrator for a period of not less than 90 calendar days after the
6 final judgment is entered. The address of that website will be included in the Notice.

7 **ATTORNEY'S FEES AND COSTS**

8 35. In consideration for resolving this matter and in exchange for the release of all claims by
9 the Class Members, including Plaintiff, and subject to approval by the Court, Defendants will not object to
10 Class Counsel's application for attorney's fees not to exceed one-third of the Gross Settlement Amount
11 and litigation costs not to exceed \$25,000.00. The amounts set forth above will cover all work performed
12 and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in
13 connection with the approval by the Court of this Settlement and administration of the Settlement. Should
14 Class Counsel request a lesser amount and/or the Court approve a lesser amount(s) of attorney's fees
15 and/or attorneys' costs, the difference between the lesser amount(s) and the maximum amount set forth
16 above shall be added to the Net Settlement Amount. The Parties agree that there is no prevailing party,
17 and the Class and Class Counsel shall not be entitled to any fees or costs other than those awarded out of
18 and deducted from the Gross Settlement Amount. the attorney's fees and costs approved by the Court
19 shall be distributed by the Settlement Administrator to Class Counsel within 14 calendar days of the
20 receipt of settlement funds by the Settlement Administrator. In the event that the Court awards less than
21 25% of the Gross Settlement Amount for attorney's fees, Class Counsel shall retain the right to appeal that
22 portion of any final approval order and judgment.

23 **THE NOTICE PROCESS**

24 36. A Notice in approximately the form attached hereto as Exhibit "A," and as approved by the
25 Court, shall be sent by the Settlement Administrator to the Class Members by first class mail. The Notice
26 shall be translated into Spanish so that Spanish and English language versions of the Notice are included in
27 the mailing. Any returned envelopes from this mailing with forwarding addresses will be utilized by the
28 Settlement Administrator to forward the Notices to the Class.

- 1 (a) Within 7 calendar days from the date of preliminary approval of this Settlement by
2 the Court, Defendants shall provide to the Settlement Administrator a class
3 database containing the following information for each Class Member: (1) name;
4 (2) last known address; (3) social security number; and (5) dates of employment at
5 Defendants' locations in California. This database shall be based on Defendants'
6 payroll and other business records and shall be provided in a reasonable format to
7 the Settlement Administrator. Defendants agree to consult with the Settlement
8 Administrator prior to the production date to ensure that the format will be
9 acceptable to the Settlement Administrator. The Settlement Administrator will run
10 a check of the Class Members' addresses against those on file with the U.S. Postal
11 Service's National Change of Address List; this check will be performed only once
12 per Class Member by the Settlement Administrator. Absent mutual written
13 agreement of counsel for the Parties or Court order, the Settlement Administrator
14 will keep this database confidential and secure and use it only for the purposes
15 described herein, and will return this database to Defendants upon final approval of
16 the settlement or destroy electronic records containing the database after the
17 Settlement is final and all payments are distributed as required under this
18 Agreement.
- 19 (b) Within 14 calendar days after the Class database is provided to the Settlement
20 Administrator, the Settlement Administrator will mail the Notices to the Class
21 Members by First Class United States mail.
- 22 (c) Notices returned to the Settlement Administrator as non-deliverable on or before
23 the initial Response Deadline shall be resent to the forwarding address, if any, on
24 the returned envelope. A returned Notice will be forwarded by the Settlement
25 Administrator any time that a forwarding address is provided with the returned
26 mail. If there is no forwarding address, the Settlement Administrator will do a
27 computer search for a new address using the Class Member's social security
28 number or other information. In any instance where a Notice is re-mailed, that

1 Class Member will have until the extended Response Deadline as described above.
2 A letter prepared by the Settlement Administrator will be included in the re-mailed
3 Notice in that instance, stating the extended Response Deadline. Upon completion
4 of these steps by the Settlement Administrator, Defendants and the Settlement
5 Administrator shall be deemed to have satisfied their obligations to provide the
6 Notice to the affected Class Member. The affected Class Member shall remain a
7 Class Member and shall be bound by all the terms of the Settlement and the
8 Court's order and final judgment.

9 (d) Class Counsel shall provide to the Court, at least five calendar days prior to the
10 final approval hearing, or such other date as set by the Court, a declaration by the
11 Settlement Administrator of due diligence and confirming mailing of the Notices.

12 **DISPOSITION OF SETTLEMENT PAYMENTS AND UNCASHED CHECKS**

13 37. As set forth above, each Class Member will have until the expiration of the applicable
14 Response Deadline to submit to the Settlement Administrator any challenge or dispute to the Class
15 Member's Covered Workweek information on the Notice. No disputes will be honored if they are
16 submitted after the Response Deadline, unless the Parties mutually agree to accept the untimely dispute.
17 Each Class Member is responsible to maintain a copy of any documents sent to the Settlement
18 Administrator and a record of proof of mailing.

19 38. The Settlement Administrator shall cause the Settlement Payments to be mailed to the
20 Settlement Class Members and PAGA Employees as provided herein. Settlement Class Payments and
21 PAGA Settlement Payments may be combined into one check. Settlement Payment checks shall remain
22 valid and negotiable for 180 calendar days from the date of their issuance. Settlement Payment checks
23 will automatically be cancelled by the Settlement Administrator if they are not cashed by the Class
24 Member within that time, and the Class Member's relevant claims will remain released by the Settlement.
25 Settlement Payment checks which have expired will not be reissued.

26 39. Funds from un-cashed or abandoned Settlement Payment checks, based on a 180-day void
27 date, shall be transmitted to the California State Bar's "Justice Gap Fund".

28 40. Upon completion of its calculation of Settlement Payment, the Settlement Administrator

1 shall provide Class Counsel and Defendants' Counsel with a report listing the amounts of all payments to
2 be made to Class Members (to be identified anonymously by employee number or other identifier). A
3 declaration attesting to completion of all payment obligations will be provided to Class Counsel and
4 Defendants' Counsel and filed with the Court by Class Counsel.

5 **RELEASE BY THE CLASS AND PAGA EMPLOYEES**

6 41. Upon the final approval by the Court of this Settlement and Defendants' payment of all
7 sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this
8 Settlement, the Class Representative, the Class and each Class Member who has not submitted a valid and
9 timely request for exclusion as to claims other than the PAGA claim, and each PAGA Employee,
10 regardless of whether they have requested exclusion from the Settlement of Class claims, will release
11 claims as follows:

- 12 (a) **Identity of Released Parties.** The released parties are Defendants, and each of
13 their former and present direct and/or indirect owners, dba's, affiliates, parents,
14 subsidiaries, brother and sister corporations, divisions, related companies,
15 successors and predecessors, and current and former employees, attorneys, officers,
16 directors, shareholders, owners, trustees, attorneys, fiduciaries, beneficiaries,
17 subrogees, executors, partners, privies, agents, servants, insurers, representatives,
18 administrators, employee benefit plans, and assigns of said entities (collectively
19 "Releasees").
- 20 (b) **Date Release Becomes Active.** The Released Claims and Released PAGA Claims
21 will be released upon the later of (1) the Settlement's Effective Date, or (2) the
22 satisfaction of Defendants' obligation to provide to the Settlement Administrator a
23 sum in the amount required to satisfy all required payments and distributions
24 pursuant to this Settlement and the order and judgment of final approval. Class
25 Members will not release the Released Claims or Released PAGA Claims until
26 both the Effective Date of the Settlement has occurred, **and** Defendants have paid
27 all amounts owing under the Settlement.
- 28 (c) **Claims Released by Settlement Class Members.** Each and every Class Member,

on behalf of himself or herself and his or her heirs and assigns, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Releasees from the following claims for the entire Class Period:

1) any and all claims stated in the Action, or that could have been stated based on the facts alleged in the Action, including but not limited to all state wage and hour claims (including all claims under the California Labor Code) for unpaid wages, minimum wage, overtime, off-the-clock work, meal periods, rest periods, meal period premiums, rest break premiums, unreimbursed business expenses, wage statement violations, interest, penalties, and attorneys' fees, waiting time penalties, withholding from wages and the related provisions of the Labor Code including but limited to Labor Code §§ 201-204, 210, 216, 218.6, 226, 226.3, 226.7, 510, 512, 512.5, 558, 1194, 1194.2, 1198, 2802 derivative claims under California Business & Professions Code §§ 17200 et seq., and all claims under the governing Wage Order, and FLSA ("Released Claims");

2) as to any Class Member who cashes their Settlement Payment, the Settlement Administrator shall include language on the Settlement Payments that informs the Class Members that the signing and negotiation of that check shall serve as the Class Member's consent to join the Action for purposes of releasing all claims arising under the Fair Labor Standards Act that are alleged in the Action or related to the claims stated or that could have been stated in the Action;

(d) **Claims Released by the Class, Including PAGA Employees.** All Class Members, including all PAGA Employees, release the Released PAGA Claims, regardless of whether they have requested exclusion from the Settlement as to Class Released claims.

42. Employment of Plaintiff by Defendants is not consideration for, or a condition of, this Settlement.

43. The Parties shall submit this Joint Stipulation of Class Action Settlement to the Court in support of Plaintiff's unopposed motion for preliminary approval for determination by the Court as to its fairness, adequacy, and reasonableness. Upon execution of this Joint Stipulation of Class Action Settlement, the Parties shall apply to the Court for the entry of an order:

- ## DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

44. In conjunction with the hearing of a motion for final approval by the Court of the Settlement provided for in this Joint Stipulation of Settlement, Class Counsel will provide to Defendants' Counsel for review and approval and then submit to the Court a proposed final order and judgment containing provisions sufficient to accomplish the following:

- (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

- (b) Approving Class Counsel's application for an award of attorney's fees and costs;
- (c) Approving the Service Payment to the Class Representative;
- (d) Adjudging the Settlement Administrator has fulfilled its initial notice and reporting duties under the Settlement.
- (e) Adjudging Plaintiff and Class Counsel may adequately represent the final settlement class for the purpose of entering into and implementing the Agreement;
- (f) Entering a final judgment in the action;
- (g) Adjudging that notwithstanding the submission of a timely request for exclusion, Class Members are still bound by the settlement and release of the Released PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), as requests to be excluded from the Settlement do not apply to the Released PAGA Claims, and further affirms that the State of California's claims for civil penalties pursuant to PAGA are also extinguished;
- (h) Directing the posting of the final judgment on a website maintained by the Settlement Administrator for a period of not less than 90 calendar days after entry of final judgment.

NULLIFICATION AND TERMINATION

45. This Settlement will be null and void if any of the following occur: (a) the Court should for any reason fail to certify a class for settlement purposes; (b) the Court should for any reason fail to preliminarily or finally approve of this Settlement in the form agreed to by the Parties, other than adjustments made to the attorney's fees and costs or granting of Service Payments; (c) the Court should for any reason fail to enter the final judgment; (d) the final judgment is reversed, modified, or declared or rendered void; or (e) the Settlement does not become final for any other reason.

46. If 10% or more of the Class Members opt out of this Settlement, then Defendants in their sole discretion may terminate, nullify and void this Settlement. The Settlement Administrator shall provide Defendants' Counsel and Class Counsel with weekly opt-out reports and a final closing report containing the information necessary to effectuate this provision. To terminate this Settlement under this paragraph, Defendants' Counsel must give Plaintiff's Counsel written notice, by facsimile, e-mail, or mail,

1 no later than 14 calendar days after the Response Deadline. If this option is exercised by Defendants,
2 Defendants shall be solely responsible for the costs incurred by the Settlement Administrator for the
3 settlement administration.

4 47. In the event this Settlement is nullified or terminated as provided above: (i) this Settlement
5 shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or
6 proceedings shall have any force or effect and no Party shall be bound by any of its terms, and (iii) all
7 Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been
8 neither entered into nor filed with the Court.

9 **PARTIES' AUTHORITY**

10 48. The signatories hereto hereby represent that they are fully authorized to enter into this
11 Settlement and bind the Parties hereto to the terms and conditions thereof.

12 **MUTUAL FULL COOPERATION**

13 49. The Parties agree to fully cooperate with each other to accomplish the terms of this
14 Settlement including, but not limited to, execution of such documents and taking such other action as
15 reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement
16 shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that
17 may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set
18 forth herein. As soon as practicable after execution of this Settlement, Class Counsel shall, with the
19 assistance and cooperation of Defendants and Defendants' Counsel, take all necessary steps to secure the
20 Court's preliminary and final approval of this Settlement.

21 **NO PRIOR ASSIGNMENTS**

22 50. The Parties and their respective counsel represent, covenant, and warrant that they have not
23 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
24 any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein
25 released and discharged except as set forth herein, and that they are not on notice of any liens as to the
26 Gross Settlement Amount or any right to attorneys' fees or costs.

27 **NO ADMISSION OF LIABILITY**

28 51. Nothing contained herein, nor the consummation of this Settlement, is to be construed or

1 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants.
2 Defendants deny all the claims and contentions alleged by the Plaintiff in this case. The Defendants have
3 entered into this Settlement solely with the intention to avoid further disputes and litigation with the
4 attendant inconvenience and expenses.

5 ENFORCEMENT ACTIONS

6 52. In the event that one or more of the Parties to this Settlement institutes any legal action or
7 other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to
8 declare rights and/or obligations under this Settlement, the successful Party or Parties shall be entitled to
9 recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert
10 witness fees incurred in connection with any enforcement actions. If an action is brought against either
11 Defendant for failure to timely fund the Gross Settlement Amount, the violating Defendant(s) shall also be
12 liable for interest at the maximum legal rate.

13 NOTICES

14 53. Unless otherwise specifically provided herein, all notices, demands or other
15 communications given hereunder shall be in writing and shall be deemed to have been duly given as of the
16 third business day after mailing by United States registered or certified mail, return receipt requested,
17 addressed as follows:

18 Class Counsel:

19 Kane Moon (SBN 249834)
20 Allen Feghali (SBN 301080)
21 Charlotte Mikat-Stevens (SBN 327047)
22 **MOON LAW GROUP, PC**
23 1055 W. Seventh St., Suite 1880
24 Los Angeles, California 90017
25 Telephone: (213) 232-3128
26 Facsimile: (213) 232-3125
27 E-mail: kmoon@moonlawgroup.com
28 E-mail: afeghali@moonlawgroup.com
E-mail: cmikat-stevens@moonlawgroup.com

Counsel for Quanta:

Daniel F. Pyne III (SBN 131955)
Hopkins & Carley, A Law Corporation
70 South First Street
San Jose, CA 95113
Phone: (408) 299-1392
Fax: (408) 938-4790
Email: DPyne@hopkinscarley.com

Counsel for TPS:

TOM T. NAGASHIMA (SBN 233636)
MIGUEL O. MEDINA (SBN 326048)
GORDON REES SCULLY
MANSUKHANI, LLP
633 West Fifth Street, 52nd floor
Los Angeles, CA 90071
Phone: (213) 270-7868

Fax: (213) 680-4470
Email: tnagashima@grsm.com
Email: mmedina@grsm.com

CONSTRUCTION

54. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, including but not limited to an all day mediation with Lynn Frank, Esq., and this Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Settlement.

CAPTIONS AND INTERPRETATIONS

55. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

MODIFICATION

56. This Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

57. This Settlement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

WAIVER OF APPEALS

58. The Parties agree to waive appeals and to stipulate to class certification for purposes of implementing this Settlement only, with the exception that Class Counsel retains the right to appeal the amount awarded as attorney's fees in the event that the Court awards less than twenty-five percent of the Gross Settlement Amount as attorney's fees.

1 **BINDING ON ASSIGNS**

2 59. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and
3 their respective heirs, trustees, executors, administrators, successors and assigns.

4 **CLASS COUNSEL SIGNATORIES**

5 60. It is agreed that because the members of the Class are so numerous, it is impossible or
6 impractical to have each member of the Class execute this Settlement. The Notice will advise all Class
7 Members of the binding nature of the Released Claims and Released PAGA Claims, and the release shall
8 have the same force and effect as if this Settlement were executed by each member of the Class.

9 **COUNTERPARTS**

10 61. This Settlement may be executed in counterparts and by electronic or facsimile signatures,
11 and when each Party has signed and delivered at least one such counterpart, each counterpart shall be
12 deemed an original, and, when taken together with other signed counterparts, shall constitute one
13 Settlement, which shall be binding upon and effective as to all Parties.

14 **CONFIDENTIALITY & PUBLIC COMMENT**

15 62. The Class Representative and Class Counsel agree they will not make any disparaging
16 comments about Defendants relating to this Settlement of this class action or disclose the negotiations of
17 the Settlement. The Class Representative and Class Counsel shall only disclose matters of public record
18 other than to Class Members, who may receive information about the Settlement that is not in the public
19 record, after the Court has preliminarily approved the Settlement. Other than as to Class Members or as
20 expressly allowed below, the Parties and attorneys will keep the settlement confidential until the filing of
21 the motion for preliminary approval of the class settlement. Thereafter, the Parties agree to make no
22 comments to the media or otherwise publicize the terms of the Settlement but may continue to make court
23 filings necessary to effectuate the Settlement. To the extent counsel for either Party wish to advertise this
24 Settlement, such advertising will be limited to a statement that a matter was settled between a putative
25 class and a "manufacturing company." Any communication about the Settlement to Class Members prior
26 to the Court-approved mailing will be limited to (1) a statement that a settlement has been reached, (2) a
27 statement of any of the details that would necessarily be included in any Court-approved Notice if a Class
28 Member requests details about the proposed Settlement, and (3) a warning that the terms of the proposed

Settlement have not yet been approved by the Court. Prior to preliminary approval, the Class Representative is prohibited from discussing the terms or the fact of the Settlement with third parties other than (1) a spouse, (2) accountants or lawyers as necessary for tax purposes, or (3) Class Members. At all times, the Class Representative is prohibited from communicating about the terms or the fact of the Settlement on any form of social media ("Social Media Bar"). In the event of a proven breach of the Social Media Bar, the Plaintiff shall forfeit one-half of the Service Payment, as a form of liquidated damages. Class Counsel will take all steps necessary to ensure the Class Representative is aware of, and will adhere to, the restrictions against any public disclosure of the Settlement. Class Counsel will not include or use the Settlement for any marketing or promotional purposes other than as expressly allowed above.

FINAL JUDGMENT

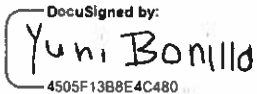
63. The Parties agree that, upon final approval of the Settlement, final judgment of this Action will be made and entered in its entirety. The final judgment may be included in the order granting final approval of the Settlement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement between Plaintiff and Defendants as set forth below:

IT IS SO STIPULATED.

Plaintiff & Class Representative:

Dated: 3/27/2024

By: 
Yuny Dulia Bonilla Murillo

Plaintiff's Counsel:

Dated: 03/27/2024

MOON LAW GROUP, PC
By: 
Allen Feghali
Attorneys for Plaintiff

Defendants:

Dated: 03/28/24

QUANTA COMPUTER USA, INC.
By: 
Print Name


Not Valid for Checks

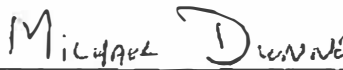
Signature



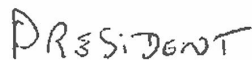
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Dated: March 28, 2024

QUANTA MANUFACTURING NASHVILLE, LLC.

By: 
Print Name

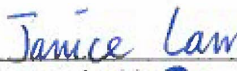

Signature



Title

Dated: 03/28/24

QUANTA MANUFACTURING INCORPORATION

By: 
Print Name


Not Valid for Checks



Title

Dated:

TPS SOLUTIONS, INC.

By: _____
Print Name

Signature

Title

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Dated:

QUANTA MANUFACTURING NASHVILLE, LLC.

By: _____
Print Name

Signature

Title

Dated:

QUANTA MANUFACTURING INCORPORATION

By: _____
Print Name

Signature

Title

Dated: March 28, 2024

TPS SOLUTIONS, INC.

By: Michael Avidano
Print Name


Signature

President
Title

1 **Defendants' Counsel:**

2 Dated: March 31, 2024

HOPKINS & CARLEY, A PROFESSIONAL CORP.

3
4 By: Daniel F. Pyne
Daniel F. Pyne

5 Attorneys for Defendant QUANTA
6 COMPUTER USA, INC.

7 Dated: March 28, 2024

GORDON REES SCULLY MANSUKHANI, LLP

8
9 By: 
Tom T. Nagashima
10 Miguel O. Medina

11 Attorneys for Defendant TPS SOLUTIONS,
12 INC.
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EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Murillo v. Quanta Computer USA, Inc.
Alameda Superior Court Case No. 22CV005095

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE EMPLOYED BY QUANTA COMPUTER USA, INC., QUANTA MANUFACTURING NASHVILLE, LLC (DBA QUANTA MANUFACTURING FREMONT), QUANTA MANUFACTURING INCORPORATION (COLLECTIVELY “QUANTA”) OR TPS SOLUTIONS, INC. (“TPS”, QUANTA and TPS are referred to jointly as “Defendants”) and placed to work at QUANTA IN CALIFORNIA AS AN HOURLY-PAID EMPLOYEE AT ANY TIME BETWEEN JANUARY 6, 2018 THROUGH SEPTEMBER 27, 2023 YOU ARE A CLASS MEMBER AND PART OF THE CLASS. THIS PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Murillo v. Quanta Computer USA, Inc., et al.* Alameda Superior Court (“Court”) Case No. 22CV005095 (the “Action”). The purpose of this Notice of Proposed Class Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing concerning final approval of the proposed Settlement will be held before the Hon. Brad Seligman on <<**FA Date and Time**>> in Department 23 of the Alameda Superior Court, 1221 Oak Street, Oakland, CA 94612, to determine whether the Settlement is fair, adequate and reasonable. As a Class Member, you are eligible to receive an individual settlement payment under the Settlement and will be bound by the release of claims described in this Notice and the Settlement filed with the Court, unless you timely request to be excluded from the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING – GET MONEY	If you do nothing, you will be considered part of the Class and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Defendant for the released claims asserted in the Action as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS DEADLINE TO EXCLUDE YOURSELF: << RESPONSE DATE >>	You have the option to pursue separate legal action against Defendants about the claims in the Action. If you choose to do so, you must exclude yourself, in writing, from the Settlement by submitting a written request to be excluded. As a result, you will not receive any benefits under the Settlement except for any payment you may receive for the PAGA portion of the settlement as explained more fully below.
OBJECT TO THE SETTLEMENT DEADLINE TO SUBMIT WRITTEN OBJECTIONS: << RESPONSE DATE >>	To object to the Settlement, you may mail a written explanation of why you don’t like the Settlement to the settlement administrator, appear at the final approval hearing, or hire an attorney at your expense to object for you. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit a request to be excluded if you wish to object. <i>Written</i> objections must be submitted by << RESPONSE DATE >>.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the “Class”):

Anyone who was employed by Defendant Quanta or placed with Defendant Quanta by Defendant TPS in the State of California, as a non-exempt or hourly-paid employee at any time during the Class Period (the “Class Period” is January 6, 2018, through September 27, 2023).

According to Defendants’ records, you are a member of the Class (“Class Member”).

What is this case about?

In the Action, Plaintiff Yuny Dulia Bonilla Murillo (“Plaintiff”) alleges on behalf of herself and the Class that Defendants: (1) failed to pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to indemnify necessary business expenses; (6) failed to timely pay all wages to terminated employees; (7) failed to furnish accurate itemized wage statements; (8) violated California’s Unfair Competition Law, California Business and Professions Code section 17200 et seq.; and (9) violated provisions of the Labor Code giving rise to civil penalty liability under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, et seq.] (“PAGA”). Plaintiff seeks unpaid wages, actual damages, declaratory relief, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys’ fees, and costs.

Defendants deny all liability and are confident that they have strong legal and factual defenses to these claims, but they recognize the risks, distractions, and costs associated with litigation. Defendants contend that their conduct is and has been lawful at all times relevant and that Plaintiff’s claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendants (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendants. Both sides agree that this Settlement is fair, adequate and reasonable. Plaintiff also believes this Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiff’s claims or Defendants’ defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Plaintiff and Settlement Class in the Action are:

Class Counsel

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

The attorneys representing the Defendants are:

Counsel for Quanta

Daniel F. Pyne (SBN 131955)
HOPKINS & CARLEY
70 South First Street
San Jose, CA 95113
Telephone: (408) 286-9800
Email: dpyne@hopkinscarley.com

Counsel for TPS

Tom T. Nagashima (SBN 233636)
Miguel O. Medina (SBN 326048)
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What are the Settlement terms?

Subject to final Court approval, Defendant will pay \$2,250,000 (the “Gross Settlement Amount”) for: (a) individual settlement payments to Class Members who do not request to be excluded from the Settlement; (b) the Court-approved class representative service payment to Plaintiff (\$10,000 to be requested); (c) the Court-approved attorneys’ fees and costs to class counsel (up to one-third of the Gross Settlement Amount) in fees and up to \$25,000 in costs to be requested); (d) payment of PAGA penalties in the amount of \$200,000 (\$150,000 to the Labor and Workforce Development Agency (“LWDA”); \$50,000 to qualifying Class Members); and (e) proposed payment to the Settlement Administrator for settlement administration services (up to an estimated maximum of \$20,000).

Individual Settlement Payments. After deduction from the Gross Settlement Amount for attorneys’ fees and costs, the class representative service payment to Plaintiff, PAGA penalties, and settlement administration costs, there will be a “Net Settlement Amount”. From this Net Settlement Amount, Defendants will make an individual Settlement Payment to each Class Member who does not request to be excluded from the Settlement (“Settlement Class Members”).

The Net Settlement Amount shall be divided among all Settlement Class Members on a pro rata basis based upon the total number of workweeks worked by each respective Settlement Class Member as a non-exempt hourly employee in the State of California during the Class Period. Your estimated individual Settlement Payment is listed below.

Your estimated minimum settlement payment is <<Estimated Payment>> and your covered Work Weeks worked during the relevant period between January 6, 2018, through September 27, 2023 are <<Work Weeks>>. To the extent you dispute the number of Work Weeks, you must make your dispute (“Work Week Dispute”) in writing and send it to the settlement administrator via fax or mail. Your Work Week Dispute must be postmarked or faxed no later than <<+45 days from date of mailing>> (the “Response Deadline”) to:

ILYM Group, Inc., <<mailing address>>

Your Work Week Dispute must be in writing and contain: (a) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (b) the number of Work Weeks you contend is correct; and (c) any evidence supporting your contention. Defendant’s records will be presumed correct unless you prove otherwise by credible evidence. The settlement administrator will resolve and decide all Work Week Disputes, and its decisions will be final and non-appealable. **REMINDER:** If you believe your estimated individual Settlement Amount is incorrect because your work weeks (the number of total weeks you worked within the Class Period only) are wrong, the deadline to dispute the workweeks reported for you is <<RESPONSE DATE>>.

For tax reporting purposes, the payments to Settlement Class Members will be allocated 20% to wages, 40% to penalties, and 40% to interest, excluding the \$50,000 in PAGA Settlement Payments, which will be allocated as 100% penalties. The wage portion of the individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the settlement administrator shall deduct applicable employee-side payroll taxes from the wage portion of the individual Settlement Payments. The portion of the Settlement Payments allocated to penalties and interest shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC. Any taxes owed on that other miscellaneous income will be the responsibility of

settlement Class Members receiving those payments. The employer's share of any payroll taxes will be separately paid by Defendant.

All checks for individual Settlement Payments paid to Settlement Class Members shall advise that the checks will remain valid and negotiable for one hundred eighty (180) days from the date of the checks' issuance and shall thereafter automatically be void if not cashed by a participating Class Member within that time. Any individual Settlement Payment that is not cashed by a Settlement Class Member within one hundred eighty (180) days of issuance shall be transmitted to the California State Bar's "Justice Gap Fund". The settlement administrator shall void any tax documents issued to Settlement Class Members who did not cash their checks within 180 days of issuance. In such event, the Settlement Class Member shall nevertheless remain bound by the Settlement.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

Calculation of Individual PAGA Settlement Payments. The PAGA allocation (a total of \$200,000) will be distributed to the California Labor and Workforce Development Agency ("LWDA") and to hourly paid non-exempt employees who worked for Quanta or were placed at Quanta by TPS at any time between January 6, 2021, through September 27, 2023 ("the PAGA Employees"). In accordance with California law, 75 percent of the PAGA allocation (or \$150,000) will be paid to the LWDA and the remaining 25 percent of the PAGA allocation (or \$50,000) will be paid to the PAGA Employees on a pro-rata basis (the "PAGA Settlement Payments") based on the number of work weeks each PAGA Employee worked for Defendants in California from January 6, 2021, through September 27, 2023 (the "PAGA Period"). Your estimated individual work weeks during the PAGA Period and estimated PAGA Settlement Payment are listed below:

You worked a total of <<work weeks in the PAGA Period>>. Based on your work weeks during the PAGA Period, your estimated PAGA Settlement Payment is approximately \$<<Est PAGA Settlement Payment>>.

Each PAGA Settlement Payment will be allocated as 100 percent miscellaneous income and reported to state and federal taxing authorities by the Settlement Administrator using Form 1099-MISC. Any taxes owed on the PAGA Settlement Payment will be the responsibility of the PAGA Employee receiving these payment.

Class Counsel Attorneys' Fees and Costs, Class Representative Service Award, Settlement Administration Costs and Payment to the LWDA. Class Counsel will ask the Court to award attorneys' fees up to one-third of the Gross Settlement Amount (\$750,000.00) and reimbursement of reasonable costs incurred in the Action not to exceed \$25,000. In addition, Class Counsel will ask the Court to authorize a class representative service payment of \$10,000 for Plaintiff for her efforts in bringing the case on behalf of the Class. The Parties estimate the cost of administering the Settlement will not exceed \$20,000.00. A proposed payment in the amount of \$150,000.00 will also be made to the LWDA for PAGA penalties, which represents 75% of the \$200,000 set aside for payment under PAGA, the remaining \$50,000.00 will be distributed to PAGA Employees as detailed above ("Released PAGA Claims").

What claims are being released by the proposed Settlement?

Upon the final approval by the court of this Settlement, and except as to such rights or claims as may be created by this Settlement, the Plaintiff, the Class and each Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, will release claims as follows:

(a) **Identity of Released Parties.** The released parties are Defendants, and each of their former and present direct and/or indirect owners, dba's, affiliates, parents, subsidiaries, brother and sister corporations, divisions, related companies, successors and predecessors, and current and former employees, attorneys, officers, directors, shareholders, owners, trustees, attorneys, fiduciaries, beneficiaries, subrogees, executors, partners, privies, agents, servants, insurers, representatives, administrators, employee benefit plans, and assigns of said entities (collectively "Releasees").

(b) **Date Release Becomes Active.** The Released Claims and Released PAGA Claims will be released upon the later of (1) the Settlement's Effective Date ("Effective Date": "The terms of settlement embodied in this Settlement shall become effective when all of the following events have occurred: (i) this Joint Stipulation of Settlement has been executed by all Parties and their respective counsel; (ii) the Court has given preliminary

approval to the Settlement; (iii) the Notice has been given to the Class, providing them with an opportunity to dispute information contained in the Notice, to opt out of the Settlement, or to object to the Settlement; (iv) the Court has held a final approval hearing and entered a final order and judgment certifying the Class and approving this Settlement; and (v) the later of the following events: (a) the day final approval is granted if there are no objections to the settlement; (b) sixty-five (65) days following notice of entry of the Court's final order approving the Settlement if there are any objections by any Class Member; (c) or if any appeal, writ or other appellate proceeding opposing this Settlement has been filed within sixty-five (65) days following notice of entry of the Court's final order approving the Settlement, then twenty (20) days after when any appeal, writ or other appellate proceeding opposing the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief"), or (2) the satisfaction of Defendants' obligation to provide to the settlement administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the order and judgment of final approval. Class Members will not release the Released Claims or Released PAGA Claims until both the Effective Date of the Settlement has occurred, **and** Defendants have paid all amounts owing under the Settlement.

(c) **Claims Released by Settlement Class Members.** Each and every Class Member, on behalf of himself or herself and his or her heirs and assigns, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Releasees from the following claims for the entire Class Period:

1) any and all claims stated in the Action, or that could have been stated based on the facts alleged in the Action, including but not limited to all state wage and hour claims (including all claims under the California Labor Code) for unpaid wages, minimum wage, overtime, off-the-clock work, meal periods, rest periods, meal period premiums, rest break premiums, unreimbursed business expenses, wage statement violations, interest, penalties, and attorneys' fees, waiting time penalties, withholding from wages and the related provisions of the Labor Code including but limited to Labor Code §§ 201-204, 210, 216, 218.6, 226, 226.3, 226.7, 510, 512, 512.5, 558, 1194, 1194.2, 1198, 2802 derivative claims under California Business & Professions Code §§ 17200 et seq., and all claims under the governing Wage Order, and FLSA ("Released Claims");

2) as to any Class Member who cashes their Settlement Payment, the Settlement Administrator shall include language on the Settlement Payments that informs the Class Members that the signing and negotiation of that check shall serve as the Class Member's consent to join the Action for purposes of releasing all claims arising under the Fair Labor Standards Act that are alleged in the Action or related to the claims stated or that could have been stated in the Action;

d) **Claims Released by the Class, Including PAGA Employees.** All Class Members, including all PAGA Employees, release the Released PAGA Claims, regardless of whether they have requested exclusion from the Settlement as to Class Released claims.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any judgment that will be entered in the Action, including the release of the Released Claims as described above.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive an individual Settlement Payment under the Settlement, **you do not need to take any action.** By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

Any amount paid to Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendant, unless otherwise required by law.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable, or adequate in any way, you have several options that you may use to object to it or express any concerns. To object, you may appear

in person at the final approval hearing, have an attorney object for you, or submit a written brief or statement of objection (“Written Objection”) to the Settlement Administrator at <<address>>. If you submit a Written Objection, it should contain sufficient information to confirm the your identity and the basis of the objection, including: (1) your full name; (2) the grounds for the objection; (3) your signature; and (4) be postmarked on or before <<Response Deadline>> and returned to the settlement administrator at the address listed above to ensure that it is received in time to be transmitted to and considered by the Court. You can also hire an attorney at your own expense to represent you in your objection. The Parties shall file responses to any written objections before the final approval hearing. Regardless of whether you object in writing, the Court may, in its sole discretion, permit you to state any objections you may have at the Settlement hearing. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.**

Regardless of the form, an objection alone will not satisfy the requirement that a Settlement Class Member must formally intervene and become a party of record in the action to appeal a judgment entered following an order finally approving this Settlement, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018).

OPTION B. Request to Be Excluded from the Settlement and Receive No Money from the Settlement. If you do not want to be part of the Settlement, you must submit a written request to be excluded from the Settlement to the Settlement Administrator at <<address>>. In order to be valid, your written request to be excluded from the Settlement must be signed and include your name, address, and telephone number (to confirm your identity and make certain that only persons requesting exclusion are removed from the settlement). You may also submit your request for exclusions via fax or email by the <<Response Deadline>> to <<administrator email and fax number>>. along with a statement like the following:

Your written request to be excluded from the Settlement must then be signed and postmarked on or before <<Response Deadline>>. If you do not submit a written request to be excluded from the Settlement on time (as evidenced by the postmark, fax confirmation, or received email timestamp), your written request to be excluded from the Settlement will be rejected, you will be deemed a participating Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a written request to be excluded from the Settlement by the deadline to request exclusion, you will have no further role in the Action. **You will not be entitled to any benefit, including money,** as a result of the Action and Settlement, except to the extent that you recovered to receive a portion of the penalties provided for under PAGA. You will not be able to complain to the Court about any aspect of the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a final approval hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel’s request for attorneys’ fees and costs, the Class Representative Service Payment to Plaintiff, the settlement administration costs, and the payment of PAGA penalties on <<FA Date and Time>> in Department 23 of the Alameda County Superior Court, 1221 Oak Street, Oakland, CA 94612.

The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an individual Settlement Payment.

IF YOUR ADDRESS CHANGES AT ANYTIME FOLLOWING YOUR RECEIPT OF THIS NOTICE, IT IS IMPORTANT THAT YOU ADVISE THE ADMINISTRATOR SO THAT YOU TIMELY RECEIVE YOUR SETTLEMENT PAYMENT. YOU CAN CONTACT THE ADMINISTRATOR AT: <<mailing address>>

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Joint Stipulation of Class Action Settlement attached to the Declaration in Support of Plaintiff’s Motion for Preliminary Approval. The Joint Stipulation of Class Action Settlement, the pleadings and other records in this litigation may be examined online on the Alameda County Superior Court’s website, known as “eCourt Public Portal,” at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the “Search” tab at the top of the page, then select the Document Downloads link, enter the case number and click “Submit.” Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility

for civil filings. You may also request a copy of the Settlement Agreement from Class Counsel referenced above. You can also obtain further information regarding this action and this settlement at: <<[CASE WEBSITE](#)>>.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.