

1 **AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

2 This Class Action and PAGA Settlement Agreement is entered into by and between
3 Plaintiffs Sopheap Prak and Ricardo Pimentel, individually and on behalf of all others similarly
4 situated, and Defendant Enovix Corporation, and is approved by their respective counsel of
5 record, subject to the terms and conditions hereof and the Court's approval.

6 **A. Definitions**

7 1. "Action" or "Lawsuit" means and refers to the case entitled *Prak, et al. v. Enovix*
8 *Corporation, et al.*, Case No. 22CV005846, filed in Alameda County Superior Court.

9 2. "Aggrieved Employees" include all non-exempt hourly employees who work or
10 worked for Enovix from January 20, 2021 until September 6, 2022 and all non-exempt hourly
11 employees who were assigned to work at Enovix by Legendary Staffing, Inc. from January 20,
12 2021 until September 6, 2022.

13 3. "Agreement," "Settlement Agreement," "Settlement," or "Stipulation" shall mean
14 this Class Action and PAGA Settlement Agreement, including any attached Exhibits.

15 4. "Class Claims" or "Released Class Claims" will include all claims that were pled
16 in the First Amended Complaint and all claims that could have been alleged in the First Amended
17 Complaint based on the facts alleged therein, including, claims for failure to pay minimum wages,
18 failure to pay overtime wages and/or failure to pay such wages at the correct rate(s) of pay, failure
19 to pay all sick time wages, failure to pay all vacation wages, meal and rest break violations, failure
20 to provide accurate itemized wage statements, failure to timely pay all wages upon separation of
21 employment, unfair and unlawful business practices.

22 5. "Class Counsel" refers to Mehrdad Bokhour of Bokhour Law Group, P.C. and
23 Joshua Falakassa of Falakassa Law, P.C.

24 6. "Class Data" means a complete list that Defendant will diligently and in good faith
25 compile from its records and provide to the Settlement Administrator on one spreadsheet and
26 shall include the Settlement Class Members' full names; last known addresses; telephone
27 numbers; Social Security Numbers; and dates of employment and/or number of Workweeks
28 Worked as non-exempt or hourly employees of Defendant during the Class Period and the PAGA

1 Period for each Settlement Class Member. At no time during the Settlement process will any
2 Class Member's address, Social Security number, or telephone number be filed with the Court,
3 except under seal as may be ordered.

4 7. "Class Period" and "Class Release Period" shall mean January 20, 2018 until
5 September 6, 2022.

6 8. "Class Representatives" or "Plaintiffs" means and refers to Sopheap Prak and
7 Ricardo Pimentel.

8 9. "Complaint" refers to the First Amended Complaint filed in Alameda County
9 Superior Court action entitled *Prak, et al. v. Enovix Corporation, et al.*, Case No. 22CV005846.

10 10. "Court" means the California Superior Court, County of Alameda or any Court of
11 competent jurisdiction.

12 11. "Defendant" means and refers to Enovix Corporation.

13 12. "Defendant's Counsel" or "Defense Counsel" mean and refer to Mollie M. Burks
14 and Emily Genge of Gordon & Rees Scully Mansukhani LLP.

15 13. "Effective Date" means the latter of (a) The Court's final approval of the
16 settlement if no objections by or on behalf of Class Members have been filed and not withdrawn;
17 (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or
18 withdrawn; or (c) the final resolution of any appeal that has been filed. "Final" means that the
19 Settlement has been granted "Final Approval" by the Court and the "Effective Date" has occurred.

20 14. "Final Approval" refers to the order of the Court granting final approval of this
21 Settlement Agreement and entering a judgment approving this Settlement on substantially the
22 same terms provided herein or as may be modified by subsequent agreement of the Parties or
23 order of the Court.

24 15. "Final Settlement Class" means, collectively, all Participating Class Members and
25 all Aggrieved Employees.

26 16. "Legendary" shall refer to Defendant Legendary Staffing, which is not a party to
27 this Agreement.

28 17. "Individual Settlement Amount" shall have the meaning ascribed to it in Paragraph

52(d) below.

18. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 52(c) below.

19. “Notice” means the notice of settlement of class action and PAGA Settlement that will be sent to the Settlement Class Members.

20. “Notice Response Deadline” is 45 calendar days from the date the Notice is mailed to the Settlement Class Members.

21. “Objecting Settlement Class Member” means a Settlement Class Member, other than Plaintiff, who submits a valid and timely objection to the terms of this Agreement with respect to the Class Claims pursuant to Paragraph 74(a) below.

22. “PAGA” shall refer to the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698–2699.5.

23. “PAGA Claims” or “Released PAGA Claims” shall include any and all claims for civil penalties pursuant to PAGA based on the allegations stated in the PAGA Notice and that were or could have been pled in the First Amended Complaint based on the facts alleged therein, including claims for failure to pay minimum wages, failure to pay overtime wages and/or failure to pay such wages at the correct rate(s) of pay, failure to pay sick time wages, failure to pay vacation wages, meal and rest break violations, failure to provide accurate itemized wage statements, failure to timely pay all wages upon separation of employment, and unlawful business practices.

24. “PAGA Notice” shall refer to the notices sent by Plaintiff, by and through counsel, on or about January 20, 2022 to the LWDA and to Defendant, alleging that Defendant engaged in violations of the California Labor Code and California Wage Order(s).

25. “PAGA Period” and “PAGA Release Period” shall mean January 20, 2021 until September 6, 2022.

26. “Participating Class Member” means any and all Settlement Class Members who are deemed to participate and receive an Individual Settlement Amount for the Class Claims and who do not opt-out of the settlement of the Class Claims by submitting timely valid Requests for

1 Exclusion.

2 27. "Parties" or "Settling Parties" mean Plaintiff, the Settlement Class Members, the
3 Aggrieved Employees, and Defendant, collectively.

4 28. "Preliminary Approval Date" means the date the Court preliminarily approves the
5 Settlement Agreement, and the exhibits thereto, and enters the Preliminary Approval Order.

6 29. "Preliminary Approval Order" means the judicial Order to be entered by the Court,
7 upon the application or motion of the Plaintiff, preliminarily approving this Settlement and
8 providing for the issuance of the Notice to the Settlement Class Members, an opportunity to opt
9 out of settlement of the Class Claims, an opportunity to submit timely objections to the terms of
10 this Settlement related to the Class Claims, and setting a hearing on the fairness of the terms of
11 Settlement, including approval of attorneys' fees and costs.

12 30. "QSF" means the Qualified Settlement Fund set up by the Settlement
13 Administrator for the benefit of the Final Settlement Class, and from which the settlement
14 payments shall be made, and which is intended to be a fund that qualifies under Internal Revenue
15 Code Section 468.

16 31. "Release" shall mean the release and discharge of the Class Claims by Plaintiffs
17 and all of the Participating Class Members.

18 32. "PAGA Release" shall mean the release and discharge of the PAGA Claims by
19 Plaintiffs, acting in the capacity of private attorney general on behalf of the State of California,
20 and all Aggrieved Employees.

21 33. "Released Parties" shall refer to Defendant Enovix Corporation, along with
22 Defendant Legendary Staffing, together with its current and former officers, directors, members,
23 managers, shareholders, agents, insurers, charitable organizations, parents, subsidiaries, affiliates,
24 operators, partners, attorneys, successors, and assignees.

25 34. "Request for Exclusion" shall have the meaning ascribed to it in Paragraph 74(a)
26 below.

27 35. "First Amended Complaint" means the First Amended Complaint Plaintiffs filed
28 in this Action.

36. “Service Payment” or “Service Award” means the amount approved by the Court to be paid to the Class Representatives in addition to his Individual Settlement Amount as a Participating Class Member.

37. “Settlement Administration Costs” means the costs payable from the Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, due diligence, reporting and remittance obligations, distributing the Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs shall be paid from the Settlement Amount.

38. “Settlement Administrator” means and refers to ILYM Group, Inc., which the Parties have mutually agreed will provide the Notice to the Class Members and distribute the settlement amounts as described in this Agreement.

39. “Settlement Amount” or “Gross Settlement Amount” shall have the meaning ascribed to it in Paragraph 52(a) below.

40. “Settlement Class Member” or “Class Member” refers to individual members of the Settlement Class.

41. “Settlement Class” and “Settlement Class Members” refers to all non-exempt hourly employees who work or worked for Enovix from January 20, 2018 until September 6, 2022 and all non-exempt hourly employees who were assigned to work at Enovix by Legendary Staffing, Inc. from January 20, 2018 until September 6, 2022.

42. “Workweeks Worked” for each Settlement Class Member and Aggrieved Employee means any workweek during the Class Period and/or the PAGA Period, as applicable, in which the Settlement Class Member and/or Aggrieved Employee was employed by Defendant as a non-exempt employee in California and worked at least one shift during the workweek for or on behalf of Defendant for which a prior release of claims has not been signed. Workweeks Worked shall not include weeks where a Settlement Class Member and/or Aggrieved Employee only had sick time, vacation time, was on leave, or otherwise did not record any actual work time in Defendant’s timekeeping system. Workweeks Worked will be calculated based on Defendant’s

1 business records.

2 **B. General Terms**

3 43. On or about January 21, 2022, Plaintiffs filed a class action complaint in the Court
4 against Defendants Enovix Corporation, and Legendary Staffing, Inc., including allegations of:
5 (1) failure to pay overtime wages, (2) meal period violations, (3) rest period violations, (4) wage
6 statement violations, (5) failure to reimburse business expenses, (6) waiting time penalties, and
7 (7) unfair competition. On July 11, 2022, Plaintiffs filed a First Amended Complaint to add a
8 cause of action for PAGA penalties based on the underlying Labor Code violations asserted in
9 the PAGA Notice.

10 44. On September 6, 2022, the Parties, including Defendant Legendary Staffing,
11 participated in mediation with Jason Marsili, Esq., a highly experienced class action mediator.
12 After a full-day mediation, and subsequent negotiations, the Parties reached a settlement in
13 principle, and exchanged a draft Memorandum of Understanding.

14 45. Thereafter, Defendant Legendary Staffing refused to execute the settlement
15 documents, including the Memorandum of Understanding and this Agreement.

16 46. Nonetheless, Defendant Enovix has elected to proceed with the settlement, and the
17 negotiated release includes Defendant Legendary as a third-party. However, nothing in this
18 Agreement shall operate to limit the rights of Defendant Enovix to pursue cross-claims or claim
19 for indemnification or any other legal remedy vis a vis Legendary based on the facts and
20 circumstances alleged in the Action.

21 47. The Parties agree that the terms and conditions of this Agreement are the result of
22 lengthy, intensive, arms-length negotiations between the Parties supervised by a highly
23 experienced class action mediator. This Agreement represents a compromise and settlement of
24 highly disputed claims, and is intended to settle, compromise and discharge the Released Claims
25 against the Released Parties fully, finally, and forever. Defendant denies Plaintiffs' claims and
26 allegations and contends that the Action is not suitable for class certification and/or representative
27 treatment.

28 48. Class Representatives believe they can proceed with their class and representative

1 claims, that the Action is meritorious, and that class certification is appropriate.

2 49. The Parties have conducted a thorough investigation into the facts of the Action.
3 This includes conducting extensive exchange of informal discovery, including Defendant's
4 written policies and practices and the production of payroll and timekeeping records for
5 Settlement Class Members and Aggrieved Employees. Class Counsel is both knowledgeable
6 about and has done extensive research with respect to the applicable law and potential defenses
7 to the claims of the Settlement Class Members and Aggrieved Employees. Class Counsel has
8 diligently pursued an investigation of the Class Members' claims against Defendant. Based on
9 the foregoing data and on their own independent investigation and evaluation, Class Counsel is
10 of the opinion that the settlement with Defendant for the consideration and on the terms set forth
11 in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the
12 Settlement Class Members and Aggrieved Employees in light of all known facts and
13 circumstances, including the risk of significant delay and uncertainty associated with litigation,
14 various defenses asserted by Defendant, and numerous potential appellate issues.

15 50. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts
16 to be performed or judgments to be entered pursuant to the terms of the Settlement and
17 Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of
18 any statute or law or liability on the claims or allegations in the Action.

19 51. Stipulation for Class Certification and Representative Treatment. For settlement
20 purposes only, Defendant will stipulate that the Settlement Class Members described herein who
21 do not Request Exclusion from the Settlement Class may be conditionally certified as a settlement
22 class and that the Aggrieved Employees are appropriate for representative treatment for purposes
23 of settlement. This stipulation to certification and representative treatment is in no way an
24 admission that class action certification and/or representative treatment is proper and shall not be
25 admissible in this or in any other action except for the sole purposes of enforcing this Agreement.
26 Should, for whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to
27 class certification and representative treatment as part of the Settlement shall become null and
28 void *ab initio* and shall have no bearing on and shall not be admissible in connection with the

1 issue of whether or not class certification and/or representative treatment would be appropriate in
2 a non-settlement context. Defendant expressly reserves its rights and declares that it will continue
3 to oppose class certification, representative treatment, and the substantive merits of the case
4 should the Court fail to issue Final Approval. Plaintiffs expressly reserve their right and declare
5 that they will continue to pursue class certification and representative treatment and a trial should
6 the Court fail to issue Final Approval.

7 **C. Terms of Settlement**

8 52. The financial terms of the Settlement are as follows:

9 (a) Gross Settlement Amount: The Parties agree to settle this Action for Six Hundred
10 Thousand Dollars (\$600,000) (“the Settlement Amount”). The Settlement Amount is the
11 maximum amount that will be paid by Defendant, and includes Individual Settlement Amounts,
12 attorneys’ fees of Class Counsel, costs and expenses, the Service Payment to Class
13 Representative, all Settlement Administration Costs, and payment to the Labor Workforce
14 Development Agency (LWDA) for PAGA penalties. Defendant shall separately pay the
15 employers’ share of applicable payroll taxes.

16 (b) The Settlement is based on Defendant’s representation that there were
17 approximately 10,525 workweeks worked by Class Members during the Class Period. (Class
18 Members who worked directly for Enovix worked an estimated 8,010 workweeks, and Class
19 Members who worked directly for Legendary worked an estimated 2,515 workweeks. The total
20 amount apportioned to Legendary’s share of the \$600,000 Gross Settlement Amount is \$150,000.
21 For purposes of this Agreement, Enovix agrees to fund the entire Gross Settlement Amount, but
22 Enovix shall retain all rights and remedies as against Legendary.) In the event that the actual
23 number of workweeks worked by all Class Members during the Class Period increases by 10%
24 or more, then the Parties shall agree to a good-faith negotiation of the Settlement Amount. If the
25 renegotiation is unsuccessful, Plaintiffs have the right to declare the Settlement null and void.

26 (c) Net Settlement Amount: The “Net Settlement Amount” is defined as the
27 Settlement Amount less attorneys’ fees and litigation costs as approved and awarded by the Court,
28 the Service Payment to Class Representatives as approved and awarded by the Court, the

1 Settlement Administration Costs, as approved and awarded by the Court, and the Five Thousand
2 Dollars (\$5,000.00) allocated to payment for PAGA penalties as described in paragraph 52(d)
3 below. In the event that the Court reduces the attorneys' fees and litigation costs or Service
4 Awards, Settlement Administration Costs, or either increases or decreases the amount allocated
5 to PAGA penalties, the Net Settlement Sum shall be increased or decreased accordingly.

6 (d) Individual Settlement Amounts for the Settlement Class: The Settlement
7 Administrator will use the Class Data provided by Defendant to calculate each Participating Class
8 Member's and Aggrieved Employee's Individual Settlement Amounts based on the following
9 formula:

10 i. PAGA Amount: \$5,000 of the Gross Settlement Amount has been
11 designated to the PAGA claims. Twenty-five percent (25%) or \$1,250, shall be paid out to
12 Aggrieved Employees, while seventy-five percent (75%), or \$3,750, will be paid to the LWDA.
13 Each Aggrieved Employee shall receive a portion of the \$1,250 proportionate to the number of
14 Workweeks Worked by the Aggrieved Employees during the PAGA Period compared to the total
15 number of Workweeks Worked by all Aggrieved Employees during the PAGA Period. Aggrieved
16 Employees shall have their settlement amount for the Released PAGA claims paid one hundred
17 percent (100%) as civil penalties for which no taxes will be withheld and for which a Form 1099
18 will be issued by the Settlement Administrator.

19 ii. Class Amount: The Net Settlement Amount shall be allocated to each
20 Participating Class Member based on his/her/their proportionate Workweeks Worked during the
21 Class Period. This is determined by multiplying the Net Settlement Amount by a fraction, the
22 numerator of which is the Participating Class Member's total Workweeks Worked during the
23 Class Period, and the denominator of which is the total Workweeks Worked by all Participating
24 Class Members during the Class Period. If there are any timely submitted Requests for Exclusion,
25 the Settlement Administrator shall proportionately increase the Individual Settlement Amounts
26 for each Participating Class Member so that the amount actually distributed to Participating Class
27 Members equals 100% of the Net Settlement Amount allocated toward Released Class Claims.

28 (e) Allocation of Individual Settlement Amounts: The Individual Settlement Amounts

1 will be allocated for tax purposes based on the allegations in the Action as follows: twenty percent
2 (20%) will be paid as wages subject to withholding of all applicable local, state, and federal taxes;
3 and eighty percent (80%) will be paid as interest and as civil penalties (pursuant to, *e.g.*, California
4 Labor Code sections 203, 226) from which no taxes will be withheld. The Settlement
5 Administrator will issue to each Participating Class Member an Internal Revenue Service Form
6 W-2 and comparable state forms with respect to the wage allocation and a Form 1099 with respect
7 to the civil penalties and interest allocations.

8 (f) Service Payment to Class Representatives: The amount awarded to Class
9 Representatives as a Service Payment will be set by the Court in its discretion, not to exceed
10 \$7,500 to each named plaintiff. Defendant agrees not to oppose this request. The Service Payment
11 to Class Representatives will be paid out of the Gross Settlement Amount. Class Representatives
12 will be issued IRS Form 1099 in connection with this payment. Plaintiffs shall be solely and
13 legally responsible to pay any and all applicable taxes on this payment. The Parties agree that any
14 amount awarded by the Court as the Service Payment to Plaintiffs less than the requested amount
15 shall not be a basis for Plaintiffs or Class Counsel to void this Stipulation. Should the Court
16 approve a lesser amount for the Service Payment, the difference shall be added to the Net
17 Settlement Amount to be distributed to the Participating Class Members. In the event of any
18 appeal of the amount of the service awards (if any) approved by the Court, if, after the exhaustion
19 of any such appellate review, additional amounts not awarded to Class Representatives shall be
20 added to the Net Settlement Amount to be distributed to the Participating Class Members.

21 (g) Attorneys' Fees and Costs: Defendant agrees not to oppose a request by Class
22 Counsel to the Court for an award of attorneys' fees of one-third (33.33%) of the Settlement
23 Amount (approximately \$200,000), plus reasonable litigation costs not to exceed \$15,000
24 ("Attorneys' Fees and Cost Award"). For purposes of this Settlement, Defendant agrees not to
25 oppose any contention by Class Counsel that attorneys' fees should be based on the common fund
26 theory. The Attorneys' Fee and Cost Award shall be paid from the Gross Settlement Amount, and
27 except for this award, Defendant shall have no further obligation to pay any attorneys' fees, costs,
28 or expenses to Class Counsel. Should the Court approve a lesser amount than what is sought by

1 Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to
2 the Participating Class Members. Any Court order awarding less than the amount sought by Class
3 Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the
4 Settlement. In the event of any appeal of the amount of the awards of attorneys' fees and costs (if
5 any) approved by the Court, final funding and administration of the portion of the attorneys' fees
6 and/or costs award in dispute will be segregated and stayed pending the exhaustion of appellate
7 review. If, after the exhaustion of any such appellate review, additional amounts not awarded to
8 as attorneys' fees and costs shall be added to the Net Settlement Amount to be distributed to the
9 Participating Class Members and/or Aggrieved Employees. The Settlement Administrator shall
10 issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs
11 awarded by the Court. Class Counsel agrees that any allocation of fees between or among Class
12 Counsel and any other attorney representing or claiming to represent the Class Members shall be
13 the sole responsibility of Class Counsel.

14 (h) Settlement Administration Costs: The fees and other charges of the Settlement
15 Administrator will be paid from the Gross Settlement Amount, not to exceed \$7,500 subject to
16 Court approval, unless approved by all Parties and the Court.

17 (j) Tax Liability: Class Counsel, Defendant, and Defendant's Counsel make no
18 representations as to the tax treatment or legal effect of Settlement Amounts called for hereunder,
19 and Plaintiffs and the Settlement Class Members are not relying on any statement or
20 representation by Class Counsel, Defendant, or Defendant's Counsel in this regard. Plaintiffs and
21 Final Settlement Class Members understand and agree that they will be solely responsible for the
22 payment of any taxes and penalties assessed on their respective Settlement Amounts described
23 herein. Income tax withholding will also be made pursuant to applicable federal, state, and/or
24 local withholding codes or regulations. Forms W-2 and/or Forms 1099 will be distributed at times
25 and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent
26 with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax
27 law, are changed after the date of this Agreement, the processes set forth in this Section may be
28 modified in a manner to bring Defendant into compliance with any such changes.

(k) No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

53. “Non-Reversionary” Settlement. This is a “non-reversionary” settlement. Under no circumstances will any portion of the Settlement Amount revert to Defendant. Final Settlement Class Members will not have to make a claim to receive an Individual Settlement Amount. Distributions, in the form of Individual Settlement Amounts, will be made directly to each Final Settlement Class Member. The Settlement Administrator shall be responsible for accurately and timely reporting any remittance obligations with respect to unclaimed funds as a result of a Final Settlement Class Member not cashing an Individual Settlement Amount by the check cashing deadline, as set forth herein.

54. Class Counsel and Plaintiffs believe that the Settlement is fair and reasonable, and adequate, and will so represent same to the Court.

D. Release by Plaintiffs and the Final Settlement Class

55. Upon the Effective Date of this Settlement, Plaintiffs and each Participating Class Member, for themselves and for their respective spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Release Period.

56. Each Participating Class Member will be deemed to have made the foregoing Release as if by manually signing it.

57. Upon the Effective Date of this Settlement, Plaintiffs, acting on behalf of the LWDA, and each Aggrieved Employee, for themselves and for their respective spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, will forever completely release and discharge the Released Parties from the

Released PAGA Claims for the PAGA Release Period.

58. Each Aggrieved Employee and the LWDA will be deemed to have made the foregoing Release as if by manually signing it.

59. Plaintiffs and Defendant intend that the Settlement described in this Agreement will release and preclude any further claim, whether by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the Participating Class Members to obtain a recovery based on, arising out of, and/or related to any and all of the Released Class Claims. The Settlement Class Members shall be notified in the Notice. This paragraph does not apply to any Settlement Class Member who timely and validly opts out of the Settlement for purposes of Class Claims.

60. Plaintiffs and Defendant intend that the Settlement described in this Agreement will release and preclude any further claim, whether by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the Aggrieved Employees and the LWDA to obtain a recovery based on, arising out of, and/or related to any and all of the Released PAGA Claims. The Aggrieved Employees and the LWDA shall be so notified in the Notice.

61. Class Representatives, on behalf of themselves and the Participating Settlement Class Members, acknowledges and agrees that the Class Claims or Released Class Claims are disputed, and that the payments set forth herein constitute payment of all sums allegedly due to him. Class Representative, on behalf of himself and the Participating Settlement Class Members, acknowledges and agrees that California Labor Code Section 206.5 is not applicable to the Parties hereto. Section 206.5 provides in pertinent part as follows:

An employer shall not require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.

E. Release by Class Representatives

62. Class Representatives do hereby, for themselves and for their respective spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors,

1 beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians,
2 assigns, and representatives, forever completely release and discharge the Released Parties from
3 any and all charges, complaints, claims, liabilities, obligations, promises, agreements, contracts,
4 controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and
5 expenses (including for back wages, statutory penalties, civil penalties, liquidated damages,
6 exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the
7 beginning of time through the execution of this Stipulation, whether known or unknown,
8 suspected or unsuspected, concealed or hidden, including but not limited to all claims arising out
9 of, based upon, or relating to Class Representative's employment with Defendant or the
10 remuneration for or termination of such employment (collectively, the "Class Representatives'
11 Claims").

12 63. Without limiting the generality of the foregoing, Class Representatives also
13 expressly release all claims or rights against Released Parties arising out of or relating to alleged
14 violations of any contracts, express or implied (including but not limited to any contract of
15 employment); any contract or covenant of good faith and fair dealing (express or implied); any
16 tort, including but not limited to, negligence, fraud, misrepresentation and violation of California
17 Labor Code section 970, negligent infliction of emotional distress, intentional infliction of
18 emotional distress, defamation, "retaliation" claims and claims for violation of public policy, any
19 claim for improper or unauthorized wage deductions, failure to pay the applicable wage, unpaid
20 wages, unpaid vacation benefits, penalties, liquidated damages, other damages, overtime, and
21 alleged "off the clock" work under federal and state law, including, but not limited to, California
22 Labor Code Sections 204 and 558, waiting time penalties pursuant to California Labor Section
23 203, damages, or penalties pursuant to California Labor Code Section 226, meal period and rest
24 break payments and penalties pursuant to California Labor Code Sections 226.7 and 512, failure
25 to provide itemized wage statements pursuant to California Labor Code Section 226, statutory or
26 civil penalties pursuant to California Labor Code Sections 210, failure to indemnify for business
27 expenses pursuant to Labor Code section 2802, failure to provide one day of rest in seven pursuant
28 to California Labor Code Sections 551 and 552, unfair competition and unfair business practices

pursuant to Business and Professions Code Section 17200 *et seq.*, interest and costs pursuant to California Civil Code Section 3287 and California Labor Code Section 218.6, statutory or common law rights to attorneys' fees and costs, including those pursuant to California Labor Code Section 1194 *et seq.*; claims under the Private Attorneys General Act of 2004, Labor Code section 2699 *et seq.*, and the alleged violation or breach of any other state or federal statute, rule, and or regulation; including all applicable Industrial Welfare Commission Wage Orders, and all similar causes of action, including but not limited to, any claim for restitution, equitable relief, interest, penalties, costs, or attorneys' fees in connection with any of the foregoing, negligent infliction of emotional distress, intentional infliction of emotional distress, and defamation; any "wrongful discharge," "constructive discharge," and "retaliation" claims; any claims relating to any breach of public policy; any legal restrictions on Defendant's right to discharge employees; and any federal, state, or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or harassment, including retaliation for reporting discrimination or harassment); (2) 42 U.S.C. § 1981 (discrimination); (3) Equal Pay Act, 29 U.S.C. § 209(d)(1) and California Labor Code 1197.5 (equal pay); (4) Americans with Disabilities Act, 42 U.S.C. § 12100 *et seq.* (disability discrimination); (5) Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.* (family/medical leave); (6) California Fair Employment and Housing Act, Cal. Government Code § 12900 *et seq.* (discrimination or harassment in employment and/or housing, including discrimination or harassment based on race, religious creed, color, national origin, ancestry, disability, marital status, sex (including pregnancy), or age, including retaliation for reporting discrimination or harassment); (7) California Family Rights Act, Cal. Government Code § 12945.1 *et seq.* (family/medical leave); (8) California Labor Code, including Section 1720 *et seq.*, or any Industrial Welfare Commission Wage Order; (9) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment); (10) Executive Order 11141 (age discrimination); (11) Sections 503 and 504 of the Rehabilitation Act of 1973 (handicap discrimination); (12) the Fair Labor Standards Act; (13) Employee Retirement Income Security Act, 29 U.S.C. § 1000 *et seq.* (employee benefits); (14) the California Civil Code; (15) the

1 California Labor Code; (16) the California Constitution; (17) the National Labor Relations Act;
2 and (18) any other federal, state, or local statute or legislation.

3 64. Class Representatives expressly waive and relinquish all rights and benefits
4 afforded by Section 1542 of the Civil Code of the State of California and does so understanding
5 and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code
6 of the State of California states:

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

13 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a
14 full and complete release and discharge of all parties, Class Representative, and Class Counsel
15 expressly acknowledge that this Settlement Agreement is intended to include in its effect, without
16 limitation, all claims that Class Representatives knew of, as well as all claims that they do not
17 know or suspect to exist in their favor against the Released Parties, or any of them, for the time
18 period from the beginning of time to the execution of this Settlement Agreement, and that this
19 Settlement Agreement contemplates the extinguishment of any such Class Representative's
20 claims.

21 **F. Interim Stay of Proceedings**

22 65. Pending completion of all of the prerequisites necessary to effectuate this
23 Settlement, including amending the operative complaint, the Parties agree, subject to Court
24 approval, to a stay of all proceedings in the Action except such as are necessary to effectuate the
25 Settlement.

26 **G. Notice Process**

27 66. Appointment of Settlement Administrator. The Parties have agreed to the
28 appointment of the Settlement Administrator to perform the duties of a settlement administrator,
including mailing the Notice, using standard devices to obtain forwarding addresses,
independently reviewing and verifying documentation associated with any claims or opt-out

1 requests, resolving any disputes regarding the calculation or application of the formula for
2 determining the Individual Settlement Amounts, drafting and mailing the settlement checks to
3 Final Settlement Class Members, issuing Forms W-2 and 1099, reporting to taxing authorities,
4 due diligence, reporting and remittance obligations, and performing such other tasks as set forth
5 herein or as the Parties mutually agree or that the Court orders.

6 67. Disputes Regarding Settlement Administration. Any and all disputes relating to
7 administration of the Settlement by the Settlement Administrator (except for disputes regarding
8 Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction
9 over the terms and conditions of this Settlement Agreement, until Plaintiffs and Defendant notify
10 the Court that all payments and obligations contemplated by this Settlement Agreement have been
11 fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in
12 good faith to resolve the dispute without the necessity of Court intervention. The Settlement
13 Administrator shall also be responsible for issuing to Plaintiff, Final Settlement Class Members,
14 and Class Counsel any Forms W-2, Forms 1099, or other Tax Forms as may be required by law
15 for all amounts paid pursuant to this Agreement. The Settlement Administrator shall also be
16 responsible for setting up all necessary tax accounts and forwarding all payroll taxes and penalties
17 to the appropriate government authorities.

18 68. Class Data. Within seven (7) days after entry of the Preliminary Approval Order,
19 Defendant shall provide the Class Data to the Settlement Administrator. The Settlement
20 Administrator will run a check of the Class Members' addresses against those on file with the
21 U.S. Postal Service's National Change of Address List. The Class Data provided to the Settlement
22 Administrator will not be provided to Class Counsel and it will remain confidential, it shall be
23 used solely to administer the Settlement, and it will not be used or disclosed to anyone, except as
24 required by applicable tax authorities, pursuant to Defendant's express written consent, or by
25 order of the Court.

26 69. Notice. The Notice, as approved by the Court, shall be sent by the Settlement
27 Administrator to the Settlement Class Members, by first class mail, in English and Spanish, within
28 seven (7) calendar days following the Settlement Administrator's receipt of the Class Data. The

1 Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding
2 addresses of Settlement Class Members if any envelopes are returned.

3 70. Returned Notices. The Settlement Administrator will take steps to ensure that the
4 Notice is received by all Settlement Class Members, including utilization of the National Change
5 of Address Database maintained by the United States Postal Service to review the accuracy of
6 and, if possible, update a mailing address. If no forwarding address is provided, the Settlement
7 Administrator will promptly attempt to determine the correct address using a skip-trace, or other
8 search using the name, address, and/or Social Security number of the Class Member involved and
9 will then perform a single re-mailing. In the event the procedures in this Paragraph are followed
10 and the intended recipient of a Notice Packet still does not receive the Notice Packet, the Class
11 Member shall be bound by all terms of the Settlement and any Judgment entered by the Court if
12 the Settlement is approved by the Court. Notices will be re-mailed to any Settlement Class
13 Member for whom an updated address is located within ten (10) calendar days following both the
14 Settlement Administrator learning of the failed mailing and its receipt of the updated address. The
15 Notice shall be identical to the original Notice, except that it shall notify the Settlement Class
16 Member that the exclusion (opt-out) request or objection must be returned by the later of the
17 Notice Response Deadline or fifteen (15) days after the remailing of the Notice.

18 71. Presumption Regarding Receipt of Notice. It will be conclusively presumed that
19 if an envelope has not been returned within thirty (30) days of the mailing that the Settlement
20 Class Member received the Notice.

21 72. Disputes Regarding Class Data. Settlement Class Members are deemed to
22 participate in the Settlement unless they opt-out. The Notice will inform Settlement Class
23 Members of his/her/their estimated Individual Settlement Amount and the number of Workweeks
24 Worked during the Class Period and during the PAGA Period. Settlement Class Members may
25 dispute their Workweeks Worked if they feel they were employed more workweeks in the Class
26 Period in California than Defendant's records show by timely submitting evidence to the
27 Settlement Administrator. Defendant's records will be presumed determinative absent reliable
28 evidence to rebut Defendant's records, but the Settlement Administrator will evaluate the

evidence submitted by the Settlement Class Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to determine the Class Member's actual number of Workweeks Worked and estimated Individual Settlement Amount. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Settlement Administrator to render a final decision. All disputes will be decided within ten (10) business days of the Notice Response Deadline. Settlement Class Members will have until the Notice Response Deadline to dispute Workweeks Worked, object, or opt out, unless extended by the Court. In the event that the Settlement Administrator increases the number of Workweeks Worked for any Settlement Class Member, then the Settlement Administrator will recalculate the Participating Class Members' Individual Settlement Amounts; accordingly, in no event will Defendant be required to increase the Gross Settlement Amount.

73. Declaration of Due Diligence. The Settlement Administrator shall provide counsel for the Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of due diligence and proof of mailing with regard to the mailing of the Notice.

74. Settlement Class Members' Rights. Each Settlement Class Member will be fully advised of the Settlement, the ability to object to the provisions in the Settlement related to the Class Claims, and the ability to opt out or request exclusion from the Class Claims provisions of the Settlement. The Notice will inform the Settlement Class Members of the Court-established deadlines for filing objections or requesting exclusion from the Class Claims provisions of the Settlement in accordance with the following guidelines:

(a) Requests for Exclusion from Participating Settlement Class. Any Settlement Class Member, other than Plaintiff, may request to be excluded from the Participating Settlement Class by submitting a "Request for Exclusion" to the Settlement Administrator, postmarked on or before the Notice Response Deadline. The Request for Exclusion should state in words to this effect:

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE ENOVIX LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT.

Any Request for Exclusion must include the full name, address, telephone number, last four digits of the social security number or date of birth, and signature of the Settlement Class Member requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement Administrator at the specified address. Any such Request must be made in accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if postmarked by the Notice Response Deadline, unless the Parties otherwise agree in writing. Any Settlement Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under this Agreement with respect to the Class Claims, including the right to object, appeal, or comment on the Settlement; (ii) will not be entitled to receive any payments under this Agreement with respect to Class Claims; and (iii) will not be bound by this Agreement, or the Judgment, with respect to the Class Claims.

(b) Binding Effect on Final Settlement Class Members. Except for those Settlement Class Members who exclude themselves in compliance with the procedures set forth above, all Settlement Class Members will: (i) be deemed to be Final Settlement Class Members for all purposes under this Agreement; (ii) will be bound by the terms and conditions of this Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise provided herein, will be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the Settlement.

(c) Objections to Settlement of Class Claims. Any Settlement Class Member, other than Plaintiffs, may object to the terms of this Agreement with respect to the Class Claims and may appear at the Final Approval Hearing and object whether or not they have filed a written objection as outlined herein. To object, a Settlement Class Member shall inform the Settlement Administrator, in writing, of his/her/their objection, which must be postmarked by the Notice Response Deadline at the address set forth in the Notice. Such objection shall include the full name, address, telephone number, dates of employment with Defendant of the Objecting Settlement Class Member, the case name and number, the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof, and, if the Objecting Settlement Class Member is represented by

1 counsel, the name and address of his/her/their counsel. If any Objecting Settlement Class Member
2 wishes to speak at the Final Approval Hearing with respect to the Class Claims, that Objecting
3 Settlement Class Member's written submission should include a request to be heard, and the Court
4 will determine whether Objecting Settlement Class Members will be permitted to speak. The
5 Settlement Administrator shall provide objections, if any, to Class Counsel and Defense Counsel
6 within three (3) days of receipt, and the Settlement Administrator shall attach the same to its
7 declaration of due diligence it files with the Court prior to the Final Approval Hearing. Any
8 Participating Class Member who files an objection remains eligible to receive monetary
9 compensation from the Settlement. Plaintiffs and Defendant shall not be responsible for any fees,
10 costs, or expenses incurred by any Class Member and/or his/her/their counsel related to any
11 objections to the Settlement. Submitting an objection does not preserve the right to appeal a final
12 judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and
13 properly intervening or filing a motion to vacate the judgment under Code of Civil Procedure
14 section 663. Settlement Class Members and Aggrieved Employees may not object to or opt out
15 of the Settlement with respect to the PAGA Claims. At no time will any of the Parties or their
16 counsel seek to solicit or otherwise encourage Class Members to submit written objections to the
17 Settlement or appeal from the Judgment. To the extent a timely Notice of Objection is withdrawn
18 before final approval, such an objection shall be treated as though no objection has been made.

19 (d) Failure to Object. Any Settlement Class Member who desires to object
20 with respect to the Class Claims but fails to timely submit a written objection waives any right to
21 object will be foreclosed from making any objection to this Settlement. Any Settlement Class
22 Member who does not timely and properly become a party of record by intervening or filing a
23 motion to vacate the judgment waives any and all rights to appeal from the Judgment, including
24 all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate
25 judgment, motion for new trial, a motion under California Code of Civil Procedure section 473,
26 and extraordinary writs. However, any Settlement Class Member may appear at the Final
27 Approval Hearing and verbally object or be heard whether or not they have filed a written
28 objection as outlined herein.

1
2 (e) Responses to Objections. Counsel for the Parties may file a response to any
3 objections submitted by Objecting Settlement Class Members at least five (5) court days before
4 the date of the Final Approval Hearing.

5 75. Settlement Class Members will have until the Notice Response Deadline to object
6 or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement
7 Administrator shall disclose jointly to Class Counsel and Defendant's counsel what objections or
8 Requests for Exclusion were timely submitted on a weekly basis, and upon the request of Class
9 Counsel or Defense Counsel.

10 76. Funding of the Settlement Amount. Defendant shall make a one-time deposit into
11 the QSF of the Settlement Amount, as described in Paragraph 52(a) that is necessary to make all
12 payments required under this Settlement, within thirty (30) days after the Effective Date, plus
13 Defendant shall separately pay its share of employer payroll taxes as calculated and directed by
14 the Settlement Administrator. For any Class Members for whom no social security number is
15 available, the Settlement Administrator shall issue a 1099 with respect to their individual
16 settlement payments.

17 77. Distribution of Funds. No later than seven (7) calendar days after deposit of the
18 payment into the QSF, the Settlement Administrator will mail the payments to the Participating
19 Class Members, the payment for the attorneys' fees and costs to Class Counsel, any Service
20 Payment to the Class Representatives, the payment to the LWDA for PAGA penalties, and will
21 pay itself the Settlement Administration Costs.

22 78. Deadline for Cashing Settlement Checks. Final Settlement Class Members shall
23 have 180 calendar days after mailing by the Settlement Administrator to cash their settlement
24 checks. If any Final Settlement Class Member's check is not cashed within that period, the check
25 will be void and a stop-payment will be issued. All unclaimed funds shall be donated to Legal
26 Aid At Work pursuant to the terms of Code of Civil Procedure section 384(b), and the Settlement
27 Administrator shall issue the unclaimed funds to the *cy pres* within approximately 215 days of
28 the mailing of the settlement checks. The release will be binding upon all Final Settlement Class

Members who do not cash their checks within the 180-day period. In the event that any settlement check is returned to the Settlement Administrator within 180 days of mailing, the Settlement Administrator will, within five (5) business days of receipt of the returned settlement check, perform a skip trace to locate the individual. If a new address is located by these means, the Administrator will have ten (10) business days to re-issue the check and will notify Defense Counsel and Class Counsel that a re-issued check has been sent. Neither Defendant, Defense Counsel, Class Counsel, Plaintiff, nor the Settlement Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a Final Settlement Class Member notifies the Settlement Administrator that he/she/they believe that a settlement check has been lost or stolen, the Settlement Administrator shall immediately stop payment on such check. If the check in question has not been negotiated prior to the stop payment order, the Settlement Administrator will issue a replacement check.

79. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on mailings, distributions, payments, or reports made in accordance with or pursuant to this Agreement. This provision does not, however, prevent a Party from seeking enforcement of this Agreement.

80. Without prejudice to any other remedies, the Settlement Administrator shall agree to be responsible for any breach of its obligations (whether committed by the Settlement Administrator or its agents) and to indemnify and hold the Parties and their counsel harmless from and against all liabilities, claims, causes of action, costs and expenses (including legal fees and expenses) arising out of any breach committed by the Settlement Administrator or its agents.

H. Duties of the Parties Prior to the Court's Approval

81. Within 30 days of execution of this Agreement, Plaintiffs will move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order accomplishing the following:

(a) Scheduling the Final Approval Hearing on the issue of whether this Settlement should be finally approved as fair, reasonable, and adequate as to the Class Members

1 and a hearing on fees, costs, and the Service Payment;

2 (b) Approving as to form and content the proposed Notice;

3 (c) Directing the mailing of the Notice by first class mail to the Settlement
4 Class Members;

5 (d) Preliminarily approving this Settlement; and

6 (e) Preliminarily certifying the class for purposes of this Settlement.

7 82. In conjunction with the Preliminary Approval Hearing, Plaintiffs will submit this
8 Settlement Agreement, and will include the proposed Notice Packet, which will include the
9 Notice of Class Action Settlement document and proposed Mailing Envelope.

10 83. In accordance with section 2699(1)(2) of the California Labor Code, Plaintiffs
11 shall provide a copy of this Settlement Agreement to the LWDA on the same day that Plaintiffs
12 files his motion for Preliminary Approval of this Settlement with the Court.

13 84. Reallocation of Settlement Proceeds. In the event the Court fails, on its first
14 hearing, to approve this Agreement because the amount of the PAGA penalties is not adequate,
15 then the Parties shall cooperate in good faith to reallocate the total settlement proceeds, within
16 this Agreement, to try to achieve Final Approval of the Agreement upon any subsequent Court
17 hearings. Nothing in this paragraph shall obligate Defendant to increase the gross settlement
18 amount.

19 **I. Duties of the Parties Following Court's Final Approval**

20 85. In connection with the Final Approval Hearing provided for in this Settlement
21 Agreement, Class Counsel shall submit a proposed Final Approval Order:

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

24 (b) Approving Class Counsel's application for an award of attorneys' fees and
25 reimbursement of litigation costs and expenses, the Service Payment to the Class Representative,
26 and the payment to the Settlement Administrator for costs of administering the settlement; and

27 (c) Entering judgment approving settlement, thereby permanently barring all
28 Participating Class Members from prosecuting any Released Class Claims against any of the

Released Parties and permanently barring all Aggrieved Employees and the LWDA from prosecuting any Released PAGA Claims against any of the Released Parties.

J. Voiding the Agreement

86. If the Court fails or refuses to issue the Final Approval Order or fails to approve any material condition of this Settlement Agreement which effects a fundamental change of the Settlement, the entire Settlement Agreement shall be rendered voidable and unenforceable as to all Parties herein at the option of either Party.

87. If ten percent (10%) or more of the Settlement Class Members timely submit a Request for Exclusion, Defendant shall have the option of terminating or modifying this Agreement without prejudice to its pre-settlement positions and defenses in the Action. If Defendant exercise such option under this paragraph, it shall be relieved of any obligation to pay the Settlement Amount or any other obligations from the Settlement by giving notice to Plaintiff's Counsel and the Settlement Administrator within ten (10) days of the Notice Response Deadline. If Defendant exercises its option under this paragraph, Defendant shall be solely responsible for all Settlement Administration Costs incurred.

88. If the Settlement is voided or fails for any reason, Plaintiffs and Defendant will have no further obligations under the Settlement, including any obligation by Defendant to pay the Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

89. If the Settlement is voided or fails for any reason, any costs incurred by the Settlement Administrator shall be borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement.

K. Other Terms

90. Full and Complete Defense. This Agreement may be pleaded by Defendant Enovix, and with the consent of Enovix, may be used by other Released Parties, as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted, asserting any Released Claim.

1 91. Waiver. The waiver by one Party of any breach of this Agreement by another Party
2 shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

3 92. Parties' Authority. The signatories hereto represent that they are fully authorized
4 to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions
5 hereof.

6 93. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
7 accomplish the terms of this Settlement Agreement, including but not limited to, execution of
8 such documents and to take such other action as may reasonably be necessary to implement the
9 terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best
10 efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that
11 may become necessary by order of the Court, or otherwise, to effectuate this Settlement
12 Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement
13 Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and
14 Defendant's Counsel, take all necessary steps to secure the Court's preliminary and final approval
15 of the settlement and the final entry of judgment.

16 94. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
17 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,
18 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
19 cause of action, or rights released and discharged by this Settlement Agreement.

20 95. No Admission. Defendant denies any and all liability to Plaintiffs and/or any
21 Settlement Class Member in this Action, as to any and all causes of action that were asserted or
22 that might have been asserted in this Action. Nonetheless, Defendant wishes to settle and
23 compromise to avoid further substantial expense and the inconvenience and distraction of
24 protracted litigation. Defendant also has taken into account the uncertainty and risks inherent in
25 litigation, and without conceding any infirmity in the defenses that they have asserted or could
26 assert against Plaintiff, have determined that it is desirable and beneficial that Plaintiff's claims
27 be settled in the manner and upon the terms and conditions set forth in this Agreement.

28 96. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval

Order, nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document, and it, along with all related documents such as the notices, and motions for preliminary and final approval, shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement. The stipulation for class certification as part of this Settlement Agreement is for settlement purposes only and if, for any reason the settlement is not approved, the stipulation will be of no force or effect. However, nothing in this paragraph shall preclude Defendant Enovix from using this Agreement in pursuit of cross claims or claims for indemnity, or any other such claim for contribution as against Defendant Legendary Staffing.

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

To the Settlement Class Members and Aggrieved Employees:

Mehrdad Bokhour
mehrdad@bokhourlaw.com
 1901 Avenue of the Stars, Suite 450
 Los Angeles, California 90067
 Tel: (310) 975-1493; Fax: (310) 675-0861

Joshua Falakassa
josh@falakassalaw.com
 1901 Avenue of the Stars, Suite 450
 Los Angeles, California 90067
 Tel: (818) 456-6168; Fax: (888) 505-0868

To Defendant:

Mollie M. Burks
mburks@grsm.com
 Emily Genge
egenge@grsm.com
 1111 Broadway, Suite 1700
 Oakland, California 94067

1
2 98. Construction. The Parties hereto agree that the terms and conditions of this
3 Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the
4 Parties and that this Settlement Agreement shall not be construed in favor of or against any Party
5 by reason of the extent to which any Party or their counsel participated in the drafting of this
6 Settlement Agreement. Plaintiffs and Defendant expressly waive the common-law and statutory
7 rule of construction that ambiguities should be construed against the drafter of an agreement and
8 further agree, covenant, and represent that the language in all parts of this Agreement shall be in
9 all cases construed as a whole, according to its fair meaning.

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

14 100. Modification. This Settlement Agreement may not be changed, altered, or
15 modified, except in writing and signed by the Parties hereto, and approved by the Court. This
16 Settlement Agreement may not be discharged except by performance in accordance with its terms
17 or by a writing signed by all of the Parties hereto.

18 101. Dispute Resolution. Prior to instituting legal action to enforce the provisions of
19 this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide
20 written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and
21 Plaintiffs and Defendant agree to seek the help of the mediator identified in this Agreement to
22 resolve any dispute they are unable to resolve informally. During this period, the Parties shall
23 bear their own attorneys' fees and costs. This provision shall not apply to any legal action or other
24 proceeding instituted by any person or entity other than Plaintiffs or Defendant.

25 102. Court Retains Jurisdiction. The Parties agree that upon the entry of judgment of
26 dismissal pursuant to the terms of this Agreement, that, pursuant to Code of Civil Procedure
27 section 664.6, the Court shall retain exclusive and continuing equity jurisdiction of this Action
28 over all Parties to interpret, enforce, and effectuate the terms, conditions, intents, and obligations
of this Agreement.

1 103. Enforceability. Pursuant to California Evidence Code section 1123(a) and (b), this
2 Agreement is intended by the Parties to be, and shall be, enforceable, binding and admissible in
3 a court of law.

4 104. Choice of Law. This Settlement Agreement shall be governed by and construed,
5 enforced, and administered in accordance with the laws of the State of California, without regard
6 to its conflicts-of-law rules.

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

12 106. Binding On Assigns. This Settlement Agreement shall be binding upon and inure
13 to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
14 successors, and assigns.

15 107. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,
16 because the members of the Settlement Class are numerous, it is impossible or impractical to have
17 each Final Class Member execute this Settlement Agreement. The Notice will advise all
18 Settlement Class Members of the binding nature of the releases provided herein and such shall
19 have the same force and effect as if this Settlement Agreement were executed by each Final
20 Settlement Class Member.

21 108. Counterparts. This Settlement Agreement may be executed in counterparts, and
22 when each Party has signed and delivered at least one such counterpart, each counterpart shall be
23 deemed an original, and, when taken together with other signed counterparts, shall constitute one
24 fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties.
25 Electronic signatures shall have the same force and effect as an original.

26 **APPROVAL AND EXECUTION BY PARTIES:**
27
28

11/8/2023

Dated: November __, 2023

CLASS REPRESENTATIVE:

DocuSigned by:

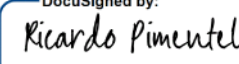
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11/8/2023

Dated: November __, 2023

CLASS REPRESENTATIVE:

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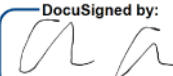
Ricardo Pimentel

DEFENDANT:

ENOVIX CORPORATION

November 12, 2023 | 11:06 PM PST

Dated: November __, 2023

DocuSigned by:

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By Arthi Chakravarthy
Its Chief Legal Officer

APPROVED AS TO FORM:

11/8/2023

Dated: November ___, 2023

CLASS COUNSEL

FALAKASSA LAW, P.C.

DocuSigned by:

Joshua Falakassa

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Joshua Falakassa

Attorneys for Plaintiffs and the Putative Class

11/8/2023

Dated: November ___, 2023

BOKHOUR LAW GROUP, P.C.

DocuSigned by:

Mehrdad Bokhour

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Mehrdad Bokhour

Attorneys for Plaintiffs and the Putative Class

Dated: November 13, 2023

DEFENDANT'S COUNSEL:

GORDON & REES SCULLY MANSUKHANI LLP

Mollie M. Burks

Mollie M. Burks

Emily Genge

Attorneys for Defendant,

Enovix Corporation

