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ALAMEDA COUNTY

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CLERK OF THE SUPERIOR COURT
BY *[Signature]* Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

SOPHEAP PRAK & RICARDO PIMENTAL,
on behalf of themselves and all others similarly
situated;

Plaintiff,

v.

ENOVIX CORPORATION, a California
corporation; LEGENDARY STAFFING, INC.,
a California Corporation; and DOES 1-50,
inclusive;

Defendants.

CASE NO.: 22CV005846

Assigned to Hon. Brad Seligman

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

On November 21, 2023, the Court considered Plaintiffs Sopheap Prak and Ricardo Pimentel's ("Plaintiffs") Motion for Preliminary Approval of Class Action Settlement ("Plaintiff's Motion"), the Declarations of Mehrdad Bokhour, Joshua Falakassa, and Sopheap Prak and Ricardo Pimentel in Support of Plaintiffs' Motion, the Amended Class Action and PAGA Settlement Agreement ("Settlement Agreement" and/or "Settlement"), and the Notice of Proposed Class Action and PAGA Settlement ("Notice Packet") and any other documents submitted in support of Plaintiffs' Motion. Having considered Plaintiffs' Motion, the accompanying declarations in support thereof, and all supporting legal authorities and documents, the Court ordered as follows:

IT IS HEREBY ORDERED THAT:

1. This Order incorporates by reference the definitions in the Amended Class Action and PAGA Settlement Agreement, attached as Exhibit "B" to the Supplemental Declaration of Mehrdad Bokhour, and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

2. For settlement purposes only, the Court conditionally certifies the following Settlement Class: 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.

3. The Court preliminarily appoints the named Plaintiffs, Sopheap Prak and Ricardo Pimentel, as the Class Representative, and Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C. and Joshua S. Falakassa, Esq. of Falakassa Law, P.C. as Class Counsel.

4. The Court hereby preliminarily approves the proposed Settlement upon the terms and conditions set forth in the Settlement Agreement. The Court finds that on a preliminary basis that the Settlement appears to be within the range of reasonableness of a settlement that could ultimately be given final approval by the Court. It appears to the Court on a preliminary basis that the Maximum Settlement Amount is fair, adequate, and reasonable as to all potential Class Members, when balanced against the probable outcome of further litigation relating to liability and damages issues. It further appears that extensive and costly investigation and research has been conducted such that counsel for the parties at this time are reasonably able to evaluate their respective positions. It further appears to

1 the Court that the Settlement at this time will avoid substantial additional costs by all parties, as well
2 as the delay and risks that would be presented by the further prosecution of the Action. It further
3 appears that the Settlement has been reached as the result of intensive, non-collusive, arms-length
4 negotiations utilizing an experienced mediator.

5 5. The Court approves, as to form and content, the proposed Notice Packet attached
6 hereto as **Exhibit "A"**.

7 6. The Court directs the mailing of the Notice Packet by first-class mail to the Class
8 Members pursuant to the terms of the Settlement Agreement. The Court finds that the dissemination
9 of the Notice Packet set forth in the Settlement Agreement complies with the requirements of due
10 process of law and appears to be the best notice practicable under the circumstances.

11 7. The Court hereby preliminarily approves the definition and disposition of the not-to-
12 exceed Gross Settlement Amount of \$600,000, which is inclusive of the payment of attorneys' fees
13 not to exceed \$200,000, costs not to exceed \$15,000, a Service Award not to exceed \$10,000 to each
14 named Plaintiff, a PAGA Payment of \$5,000 (of which 75% or \$3,750 will be paid to the California
15 Labor and Workforce Development Agency ("LWDA") and 25% or \$1,250 will be paid to Settlement
16 Class Members); Settlement Administration Costs not to exceed \$7,500. The court defers ruling on
17 the requests for fees, expenses and service award to the Final Hearing. Defendant shall separately pay
18 its share of payroll taxes on the portion of the Individual Settlement Amounts to Participating Class
19 Members that are allocated as wages subject to withholdings.

20 8. The Court confirms ILYM Group, Inc. as the Settlement Administrator, and payment
21 of Settlement Administration Costs, not to exceed \$7,500 out of the Settlement Amount for services
22 to be rendered by on behalf of the Class Members. The Settlement Administrator shall prepare and
23 submit to Class Counsel and Defendant's Counsel a declaration attesting to the completion of the
24 notice process as set forth in the Settlement Agreement, including an explanation of efforts to resend
25 any Notice Packet returned as undeliverable and the total number of opt-outs and objections received
26 before and after the deadline.

27 9. The Court directs Defendant to work diligently and in good faith to compile from its
28 records and provide the Settlement Administrator with the "Class Data" – as defined in paragraph 6

1 of the Settlement Agreement – for Settlement Class Members, in a format to be provided by the
2 Settlement Administrator, which will consist of the following information: (1) the Class Members’
3 full names; (2) last known addresses; (3) Social Security Numbers; (4) telephone numbers; and (5)
4 dates of employment and/or number of Workweeks Worked as non-exempt employees of Defendant
5 in California during the Class Period and the PAGA Period for each Settlement Class Member.
6 Defendant shall provide the “Class Data” as referenced herein to the Settlement Administrator within
7 seven (7) days after entry of the Preliminary Approval Order.

8 10. The Settlement Administrator shall use the National Change of Address database (U.S.
9 Postal Service) to check for updated addresses for Class Members and shall then mail, via first class
10 U.S. mail, the Notice Packet to Settlement Class Members as approved in paragraph 5 herein. The
11 Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding
12 addresses for any returned envelopes.

13 11. The deadline by which Class Members may dispute the number of Workweeks
14 Worked, opt-out or object shall be forty-five (45) calendar days from the date of mailing of the Notice
15 Packet. Any Class Member who desires to be excluded from the Settlement must timely mail or fax
16 his or her written Request for Exclusion in accordance with the Notice Packet. Requests for
17 Exclusion must include the full name, address, telephone number, last four digits of the social security
18 number or date of birth, and signature of the Settlement Class Member requesting exclusion. The
19 Request for Exclusion should state: “I WISH TO BE EXCLUDED FROM THE SETTLEMENT
20 CLASS IN THE ENOVIX LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED
21 FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE
22 SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT.” All such persons who properly
23 and timely exclude themselves from the Settlement shall not be Settlement Class Members and shall
24 have no rights with respect to the Settlement, no interest in the Settlement proceeds, and no standing
25 to object to the proposed Settlement.

26 12. The deadline for filing written objections to any of the terms of the Settlement shall
27 be forty-five (45) calendar days from the date of mailing of the Notice Packet. Any Class Member
28 who wishes to file a written objection to the Settlement must serve a timely written objection on the

1 Settlement Administrator, who will email a copy of the objection to Class Counsel and counsel for
2 Defendant. Class Counsel will submit a copy of the objection to the Court. Any such objection shall
3 include the full name, address, telephone number, last four digits of the social security number or
4 date of birth, signature of the Objecting Settlement Class Member, and the basis for the objection,
5 including any legal support and each specific reason in support of the objection, as well as any
6 documentation or evidence in support thereof, and, if the Objecting Settlement Class Member is
7 represented by counsel, the name and address of his or her counsel. Class members who have not
8 made a written objection may nevertheless appear at the Final Approval Hearing and verbally object.
9 Any Class Member who fails to make his or her objection in the manner provided for in this Order
10 shall be deemed to have waived such objection and shall forever be foreclosed from making any
11 objection to or appeal of the fairness, reasonableness or adequacy of the Settlement as incorporated
12 in the Settlement Agreement, or to the award of Attorneys' Fees and Costs, or Service Award to the
13 Class Representative.

14 13. Any Settlement Class Member who does not submit a timely and valid Request for
15 Exclusion will be deemed a Participating Class Member and will be entitled to receive an Individual
16 Settlement Amount based upon the allocation formula described in the Settlement Agreement.
17 However, Settlement Class Members may not object to or opt-out of the Settlement with respect to
18 the Release of the PAGA Claims and Settlement Class Members who opt out of the Release of Class
19 Claims will still be paid their allocation of the PAGA Payment and will be bound by the Release of
20 PAGA Claims regardless of whether they submit a timely and valid Request for exclusion from the
21 Release of Class Claims.

22 14. The Court approves the handling of unclaimed funds set forth in the Settlement
23 Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a
24 result of a Participating Class Member's failure to timely cash a settlement check shall be donated to
25 Legal Aid at Work pursuant to the terms of Code of Civil Procedure section 384.

26 15. The following dates shall govern for purposes of this settlement:

27 November 21, 2023

Preliminary Approval (PA) hearing

(within 7 days after notice of entry of Order Granting Preliminary Approval)	Deadline for Defendant to send Class Data to Settlement Administrator
(within 7 days after receipt of Class Data)	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Class Members.
(45 calendar days after mailing Notice Packet)	Deadline for Class Members to submit Requests for Exclusion and Objections to the Settlement.
16 court days before Final Approval hearing	Deadline for Plaintiffs to file and serve Motion for Final Approval of Settlement and application for award of attorneys' fees, costs and Service Payment.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval of Settlement or filing any response to an objection to the Settlement.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition to Motion for Final Approval of Settlement.
March 19, 2024 at 3 pm	Final Approval Hearing

16. A final approval hearing shall be held in this Court on March 19, 2024, at 3:00 p.m. to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to award to Class Counsel; and (3) the amount of service award to the Class Representative. The Court may continue or adjourn the final approval hearing without further notice to the Class Notice.

17. The Court may, for good cause shown, extend any of the deadlines set forth in this Order without further notice to Class Members. In the event that the Settlement does not receive final approval, or the Effective Date of the Settlement does not occur, for any reason, this Order, the Settlement, and the Settlement Agreement shall be rendered null and void and shall be vacated. Further, the fact that the parties were willing to stipulate to certification Class for settlement purposes shall have no bearing on, nor be admissible in connection with, the issue of whether a class should be certified in a non-settlement context, and the parties to the Settlement shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of the Agreement.

1 18. If the Court grants Final Approval, each Participating Class Member and their
2 successors shall conclusively be deemed to have released the Class Claims, and each Class Member
3 shall conclusively be deemed to have released the PAGA Claims, set forth in the Settlement
4 Agreement and Class Notice against the Released Parties (as defined in the Agreement). Further, all
5 Participating Class Members and their successors shall be permanently enjoined and forever barred
6 from asserting any released Class Claims, and all Class Members shall be permanently enjoined and
7 forever barred from asserting any released PAGA Claims, against the Released Parties.

8
9 **IT IS SO ORDERED.**

10
11 DATED: 11/21, 2023



HON. BRAD SELIGMAN
JUDGE OF THE SUPERIOR COURT

NOTICE OF SETTLEMENT OF CLASS ACTION
Prak, et al. v. Enovix Corporation, et al.
Superior Court of the State of California, County of Alameda
Case No. 22CV005846

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 (the “Class”):

THIS NOTICE is about a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on _____, 2024, to address whether the proposed settlement should be approved (“Final Approval Hearing”). You may be entitled to receive payment under the terms of this class action settlement contained in the Settlement Agreement.

[IDENTIFYING INFORMATION]

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement, you are estimated to receive approximately **\$INSERT AMOUNT** as your share of the Net Settlement Amount should the Court grant the settlement in full. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate. Your estimate is based on the number of weeks you worked for Enovix and/or Legendary Staffing and working at Enovix, in California between January 20, 2018 until September 6, 2022 (the “Class Period”). Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VIII FOR MORE DETAILS)	
DO NOTHING	Receive a settlement payment and give up your right to sue on the Released Class Claims described in Section III. This settlement does <u>not</u> require a claims process to receive a payment. Therefore, there is <u>no</u> claim form for you to complete should you wish to receive payment. You are automatically included and eligible to receive a payment once the Court approves the settlement.
EXCLUDE YOURSELF	You may “opt-out” of the Class Claims in this case including any right to a settlement payment for the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion from the Settlement Class by _____, 2024 (see Section VI). All persons who validly and timely opt-out of the Settlement of the Class Claims will <u>not</u> receive any settlement payment for those claims and will preserve Released Class Claims described in Section IV subject to applicable statutes of limitations. You still will receive a payment as part of the civil penalties paid pursuant to the California Private Attorneys General Act of 2004 (“PAGA”) and will release your claims for such civil penalties.
OBJECT	Write to the Court and Settlement Administrator about why you do not like the Settlement of the Class Claims by completing and submitting an Objection by _____, 2024 (see Section VI) or make an objection at the final fairness hearing.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement of the Class Claims.

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Prak, et al. v. Enovix Corporation, et al.*, Alameda County Superior Court Case No. 22CV005846 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

Based on records maintained by Enovix and/or Legendary Staffing, you were employed in California as a non-exempt employee (meaning you were paid hourly or otherwise eligible for overtime pay) working for Enovix, or working for Legendary Staffing at Enovix, in California at some point between January 20, 2018 until September 6, 2022 (“Class Period”). The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by Enovix, or by for Legendary Staffing but working at Enovix, as a non-exempt employee in California during the Class Period you are automatically included in the Settlement and do not need to take any further action to receive a payment. The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

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

Enovix denies these allegations and contends that it has done nothing wrong. Enovix denies that it owes any wages, expenses, restitution, penalties, or other damages. Enovix also denies that class certification and representative treatment is appropriate. Accordingly, this class Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Enovix, by whom all liability is expressly denied.

The Court has not ruled on the merits of Plaintiffs’ claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, Enovix and Plaintiffs have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After Enovix provided extensive information to Class Counsel, the Settlement was reached following an arm’s length mediation with a respected and experienced mediator. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Proposed Settlement was a good option to resolve the disputed claims.

The Class Representatives and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to Enovix, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Enovix, this Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, Enovix will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member’s participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her share of the Class Claims will be paid to those who do participate.

III. Who are the attorneys?

Attorneys for the Class Members:

Mehrdad Bokhour <i>mehrdad@bokhourlaw.com</i> 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 Tel: (310) 975-1493; Fax: (310) 675-0861	Joshua Falakassa <i>josh@falakassalaw.com</i> 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 Tel: (818) 456-6168; Fax: (818) 505-0868
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IV. What are the terms of the Settlement?

On DATE, the Court preliminary approved and certified a class, for settlement purposes only, of all non-exempt employees employed by Enovix and/or Legendary Staffing and working at Enovix in California at any time from January 20, 2018 until September 6, 2022 (the "Settlement Class"). Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice, ("Class Members") will be mailed Settlement checks and in exchange be bound by the Settlement and release of certain wage and penalty claims described more fully below.

Without admitting any wrongdoing, Enovix has agreed to pay \$600,000 (the "Settlement Amount") in U.S. dollars to fully resolve all claims in the Lawsuit, which includes payments for Individual Settlement Payments to eligible Class Members, attorneys' fees and costs, Settlement Administration Costs, civil penalties to the LWDA and to all Aggrieved Employees, and a Class Representative Service Payment. This release extends to claims against Legendary Staffing for employees working for Legendary, but at Enovix during the Class Period.

The Parties agreed to the following payments from the Settlement Amount:

Settlement Administration Costs. The Court has approved ILYM Group, Inc. to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of \$7,500 will be paid from the Settlement Amount to pay the Settlement Administration Costs.

Civil Penalties to the California Labor Workforce and Development Agency. \$5,000 of the Settlement Amount will be allocated to Plaintiffs' PAGA Claims. Of this amount, \$3,750 will be paid to the LWDA in satisfaction of the claims for civil penalties under PAGA, and the remaining \$1,250 will be included in the Net Settlement Amounts to be divided between all Class Members regardless of their receipt of payments for settlement of the Class Claims. You do not have the right to opt-out or exclude yourself from receiving the civil penalties paid pursuant to the PAGA. You will receive your allocated portion of this payment and will be bound by the release of all such PAGA Claims without regard to your selected option discussed in Section VI., below.

Service Payment to Settlement Class Representatives. Class Counsel will ask the Court to award each Class Representative a Service Payment in the amount of \$7,500 to compensate them for service and extra work provided on behalf of the Class Members. The Class Representatives also will receive their individual shares of the Settlement as a Class Member.

Attorneys' Fees and Expenses. Class Counsel, which includes two firms (Falakassa Law, P.C. and Bokhour Law Group, P.C.), have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys'

fees, which will be paid from the Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of one-third (\$200,000) of the common fund Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$15,000 for the costs Class Counsel incurred in connection with the Lawsuit.

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above, the balance will form the Net Settlement Amount for distribution to the participating Class Members (who are the Class Members who do not opt-out). The Net Settlement Amount will total approximately \$_____. Compensable work weeks will be all Workweeks worked by the Settlement Class Members during the Class Period at Enovix and/or Legendary Staffing and working at Enovix, in California. The dollars per compensable Workweek will be calculated by dividing the total Workweeks worked by all Settlement Class Members during the Class Period into the Net Settlement Amount to determine a per work week value ("Workweek Value"). The Workweek Value will be multiplied by the number of Workweeks worked by each Settlement Class Member during the Class Period to determine the distribution, prior to legal deductions, for each Settlement Class Member. If any individual in the Settlement Class opts-out of the Settlement, his/her Individual Settlement Amount will be distributed to all Participating Class Members (*i.e.*, those who do not opt-out). Similarly, the PAGA payment will be determined by dividing the \$1,250 PAGA payment by the total Workweeks Worked of all PAGA aggrieved employees to determine a PAGA Workweek Value. This PAGA Workweek Value will be multiplied by the number of Workweeks Worked by each PAGA aggrieved employee to determine the PAGA payment for each PAGA aggrieved employee. At this time, your projected class payment is \$_____ and your projected PAGA payment is \$_____.

For each Settlement Class Member, the Workweeks worked at Enovix and/or Legendary Staffing during the Class Period will be calculated from the available records provided by each entity. According to these records, you worked for **[TOTAL WORKWEEKS] Workweeks** as a non-exempt employee for Enovix and/or Legendary Staffing but working at Enovix, in California during the Class Period of January 20, 2018 until September 6, 2022. If you disagree with this number, you may submit evidence to the Settlement Administrator on or before _____, 2024, with documentation to establish the number of weeks you claim to have actually worked for Enovix and/or Legendary Staffing and working at Enovix in California between January 20, 2018 until September 6, 2022. **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and Administrator will evaluate the evidence submitted by the Settlement Class member and discuss in good faith how many Workweeks should be credited to each Settlement Class member. If the Parties are unable to agree, the Settlement Administrator will render a final decision.

Payments to Class Members. After the Court grants Final Approval of the Settlement and Judgment is entered, settlement checks will be mailed to all Class Members. For those Aggrieved Employees who requested to be excluded from the settlement of the Class Claims, their settlement checks will be for their share of PAGA civil penalties only for release of the PAGA Claims, and they will not include any payment for settlement of the Class Claims. Class Members will have 180 days from the issuance of the last check to cash all of the checks. In the event that any Class Member fails to timely cash a settlement check, a stop payment will be placed on the check and the funds will be donated to Legal Aid at Work.

Allocation and Taxes. Twenty percent (20%) of the Settlement Amount distributed to each participating Class Member will be considered and reported as "wages" (W-2 reporting). The remaining eighty (80%) of the Settlement Amount will be distributed to each participating Class Member as "interest" and civil "penalties" (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Settlement payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest or non-wage penalty distribution; however, it will be reported on IRS Form 1099 as income. Aggrieved Employees who receive only a payment for PAGA Claims shall have their settlement amount paid one hundred percent (100%) as civil penalties for which no taxes shall be withheld and for which payment will

be reported on IRS Form 1099. Class Members are responsible for the proper income tax treatment of the Settlement Amounts. The Settlement Administrator, Enovix, and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments. Participating Class Members will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Payments. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release of Class Claims. Once the Court approves the proposed Settlement and enters Judgment then the Settlement Agreement will bind all participating Class Members who have not opted out of the Settlement, and will bar them from bringing the Class Claims against Enovix as described below. Specifically, after Final Approval by the Court, the Settlement Class Members will fully release and discharge Enovix and/or Legendary Staffing, and their respective divisions, subsidiaries, partnerships, parents, affiliated corporations, trusts, insurers, attorneys, or other related entities, past and present, and each of them, as well as its and their directors, officers, shareholders, partners, members, representatives, executors, trustees, administrators, beneficiaries, assignees, successors, business managers, agents, contractors, insurers, attorneys, and employees, past and present, of all claims, demands, rights, liabilities, and causes of action that were or could have been pleaded under local, state or federal law arising out of, relating to, or based on any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the Complaint against Defendant for the duration of the Class Period, including but not limited to claims “Class Claims” will include all claims that were pled in the First Amended Complaint and all claims that could have been alleged 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 all sick time wages, failure to pay all vacation wages, meal and rest break violations, failure to provide accurate itemized wage statements, failure to timely pay all wages upon separation of employment, unfair and unlawful business practices from January 20, 2018 until September 6, 2022.

Release of PAGA Claims. Also upon the Court’s approval of the Settlement and entry of judgment the Settlement Agreement will bind all Aggrieved Employees, which includes all non-exempt hourly employees who work or worked for Enovix from January 20, 2021 until September 6, 2022 and all non-exempt hourly employees who were assigned to work at Enovix by Legendary Staffing, Inc. from January 20, 2021 until September 6, 2022, regardless if they requested to be excluded from the settlement of the Class Claims, and will bar them from bringing PAGA claims against Enovix and/or Legendary Staffing, and their respective divisions, subsidiaries, partnerships, parents, affiliated corporations, trusts, insurers, attorneys, or other related entities, past and present, and each of them, as well as its and their directors, officers, shareholders, partners, members, representatives, executors, trustees, administrators, beneficiaries, assignees, successors, business managers, agents, contractors, insurers, attorneys, and employees, past and present, of all claims, demands, rights, liabilities, and causes of action pursuant to PAGA that were or could have been pleaded in the Lawsuit against Defendant or alleged in Plaintiffs’ letters to the LWDA, including but not limited to claims “Class Claims” will include 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, which Plaintiffs and any Aggrieved Employee have or had at any time during January 20, 2021 until September 6, 2022.

Waiver of Labor Code Section 206.5(e). Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Settlement Payments. That section provides in pertinent part as follows:

“No employer shall 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 such wages has been made.”

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

V. How can I claim money from the settlement?

You are automatically included as a Settlement Class Member to receive an Individual Settlement Payment, provided that you do not exercise your right to opt-out as explained below, and do not have to take any further action. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Amount.

VI. What other options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive an Individual Settlement Payment unless you exclude yourself from the settlement by following the exclusion procedure set forth below. If you disagree with the number of Weeks Worked, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described below.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by Enovix and Enovix will not take any adverse employment action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Class Claims in the Settlement.** If you **do not** wish to take part in the Class Claims in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion from Class Claims in the Class Action Settlement” letter/card postmarked no later than _____, 2024 with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN 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.”

Send the Request for Exclusion directly to the Settlement Administrator, [ADDRESS], **postmarked no later than _____, 2024.** Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement with respect to the Class Claims, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any payments under this Settlement with respect to the Class Claims; and (3) will not be bound by this Settlement, or the Judgment, with respect to the Class Claims. You still will be bound by this Settlement with respect to the release of the PAGA Claims.

- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement with respect to the Class Claims. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement with respect to the Class Claims. If you wish to submit a written objection to the Class Claims portion of the proposed Settlement, or any portion of it, you should submit a written objection stating your full name, address, telephone number, dates of employment at Enovix and/or Legendary

Staffing, but while working at Enovix, the case name and number, the name and address of your attorney(s) if you are represented, each specific reason in support of your objection, and any legal support for each objection. You also should include any documentation or evidence in support of the objection, if any. Objections should be mailed to the Settlement Administrator, [ADDRESS], **by no later than _____, 2024** for your written objection to be considered. **You need not object to the Settlement if you only dispute the number of Weeks Worked.**

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for _____, 2024, at 3:00 p.m. in Department 23 of the Alameda County Superior Court, located at 1221 Oak Street, 4th Floor, Oakland, CA 94612. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before _____, 2024. All objections or other correspondence must state the name and number of the case. You may appear and object at the Final Approval Hearing even if you have not filed a written objection. If you wish to appear at the Final Approval hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

VII. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by Enovix and/or Legendary Staffing and working at Enovix, in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue, and the releases will not take effect.

VIII. What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement, and Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Payment to the Class Representative on _____, 2024 at 3:00 p.m. in Department 23 of the Alameda County Superior Court, located at 1221 Oak Street, 4th Floor, Oakland, CA 94612. To confirm the date and location of the hearing, please visit the Court website below and enter the case number: 22CV005846:

<https://publicrecords.alameda.courts.ca.gov/PRS/home/>

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

IX. How can I get additional information?

This Notice is only a summary of the Lawsuit and the 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.

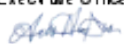
You may also contact Class Counsel or the Settlement Administrator using the contact information listed above for more information.

Class Members may appear in person and the Court will publish a tentative ruling (usually one to two days before the hearing) with information for remote appearances.

X. Reminder as to time limits.

Class Members do not have to take any further action to participate in the Settlement. The deadline for submitting a Request for Exclusion as to the Class Claims is _____, 2024. The deadline for mailing an objection to the Settlement Administrator as to the Class Claims is _____, 2024. These deadlines will be strictly enforced.

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 12/05/2023
PLAINTIFF/PETITIONER: Sopheap Prak et al	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: Enovix Corporation et al	A. Hewitt
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 22CV005846

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order Granting Preliminary Approval of Class Action Settlement entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

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Chad Finke, Executive Officer / Clerk of the Court

Dated: 12/05/2023

By:



A. Hewitt, Deputy Clerk