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Attorneys for Defendants
OSI OPTOELECTRONICS, INC; and
OSI SYSTEMS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ERIKA GONZALEZ, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

OSI OPTOELECTRONICS, INC; OSI
SYSTEMS, INC.; and DOES 1 through 50,
inclusive,

Defendants.

Case No. No. 22STCV29235

The Honorable Elaine Lu

**STIPULATION OF SETTLEMENT OF
PAGA ACTION AND RELEASE OF PAGA
CLAIMS**

Date Action Filed: September 8, 2022

Plaintiff Erika Gonzales, on the one hand, and Defendant OSI Optoelectronics, Inc. on the other hand, stipulate as follows:

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

Plaintiff Erika Gonzales, individually and in her capacity as a representative of the State of California on behalf of other aggrieved employees, and Defendant OSI Optoelectronics, Inc. hereby enter into this Settlement Agreement and Release of Private Attorneys General Act of 2004 Claims (“Settlement”) as follows:

I. DEFINITIONS

As used in this Settlement, the following terms shall have the following meanings:

1. “**Action**” shall mean the civil action entitled *Erika Gonzalez v. OSI Optoelectronics, Inc., et al.*, filed in the Superior Court for the County of Los Angeles on or about September 8, 2022, designated as Case No. 22STCV29235.

2. “**Defendant**” shall mean OSI Optoelectronics, Inc.

3. “**Defense Counsel**” refers to Seyfarth Shaw LLP.

4. “**Effective Date**” refers to the date upon which both of the following have occurred: (i) approval of the PAGA Settlement is granted by the Superior Court for the State of California for the County of Los Angeles or other court assuming jurisdiction of this matter; and (ii) the Court’s Judgment approving the PAGA Settlement becomes Final. Final shall mean the latest of: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the United States Supreme Court or California Supreme Court; (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

5. “**LWDA**” refers to the California Labor & Workforce Development Agency.

6. “**PAGA**” refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*

7. “**PAGA Period**” shall mean September 7, 2021 to December 6, 2023.

8. **“PAGA Settlement Members”** shall mean all individuals employed in California by Defendant OSI Optoelectronics, Inc. as non-exempt employees at any time during the PAGA Period.

9. **“Plaintiff”** refers to Erika Gonzalez individually and in her capacity as a representative of the State of California on behalf of other potentially aggrieved employees.

10. **“Plaintiff’s Counsel”** refers to the law firm of Aegis Law Firm, PC.

11. **“Parties”** collectively refers to Plaintiff and Defendant.

12. **“Released Claims”** shall mean any and all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the notice provided by Plaintiff to the LWDA, whether known or unknown, to recover civil penalties pursuant to PAGA for any alleged violations of California Labor Code sections, including 201-204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198 and 2698 *et seq.*, and the applicable IWC Wage Order for the PAGA Period.

13. **“Released Parties”** shall mean Defendant and all of its past and present parents (including OSI Systems, Inc.), subsidiaries, affiliates, predecessors, related entities, and all of their respective current or former employees, officers, directors, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, members, successors, assigns, and agents.

14. **“Settlement Administrator”** refers to Phoenix Settlement Administrators, a qualified, third-party settlement administrator mutually selected by the Parties to administer the terms of the Settlement.

II. RECITALS

1. On September 8, 2022, Plaintiff’s Counsel sent a letter to the LWDA on behalf of Plaintiff, in compliance with California Labor Code section 2699.3. Plaintiff seeks to represent herself and all PAGA Settlement Members. More than 65 days passed after the letter was sent to the LWDA, and the LWDA did not indicate that it intended to investigate the alleged violations referenced in the letter.

2. On September 8, 2022, Plaintiff filed a class action complaint in Los Angeles County Superior Court, asserting claims for (1) failure to pay minimum wages in violation of California Labor

Code sections 1194, 1194.2, and 1197 and the applicable IWC wage order; (2) failure to pay overtime wages in violation of California Labor Code sections 510, 1194, and 1198 and the applicable IWC wage order; (3) failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (4) failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (5) failure to provide accurate itemized wage statements in violation of California Labor Code section 226; (6) failure to provide wages during employment in violation of California Labor Code sections 204 and 210; (7) failure to provide wages upon separation of employment in violation of California Labor Code sections 201, 202, 203, and 227.3; and (8) unfair competition in violation of Business and Professions Code sections 17200 *et seq.*

3. On November 15, 2022, Plaintiff filed a First Amended Complaint (“FAC”) adding a cause of action under the Private Attorneys General Act.

4. On December 16, 2022, Plaintiff filed a request for dismissal of her individual and class causes of action. On December 19, 2022, the Court granted Plaintiff’s request and dismissed all causes of action asserted against Defendant on a class-wide basis and dismissed Plaintiff’s individual claims asserted against Defendant, leaving only the PAGA cause of action.

5. On December 6, 2023, the Parties participated in mediation presided over by Daniel Turner, Esq., an experienced mediator of class and PAGA actions. The mediation concluded without a settlement. However, following the mediation, the mediator issued his mediator’s proposal and the Parties agreed to settle the Action.

6. Counsel for all Parties have thoroughly investigated the facts relating to the claims alleged in this Action, and have made a thorough study of the legal principles applicable to the claims asserted against Defendant. Based on their investigation and evaluation of this case, the Parties’ Counsel have concluded that the settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including the defenses asserted by Defendant, potential adverse findings regarding liability, and numerous potential appellate issues.

7. Defendant denies, and continue to deny, each and every claim and contention alleged in the Action, and has always maintained that it never engaged in any unlawful acts regarding any of the matters alleged in the Action.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the Parties agree as follows:

III. NON-ADMISSION OF LIABILITY

A. Based on the factual and legal issues involved, the expense and time necessary to prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the difficulty of proof necessary for purposes of liability, and the relative benefits to the PAGA Settlement Members of an expeditious resolution to the Action, the Parties have concluded that the terms set forth in this Settlement are fair, reasonable, adequate and in the best interests of the PAGA Settlement Members.

B. By entering into this Settlement, Defendant denies any liability for any of the claims in the Action, as well as any other potential or unknown claims based on wage and hour violations under state or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission, concession, or indication by or against Defendant of any unlawful conduct, fault, wrongdoing or liability whatsoever. Defendant specifically denies that it has engaged in any unlawful or wrongful conduct against Plaintiff or the PAGA Settlement Members.

IV. TERMS OF THE PAGA SETTLEMENT

A. The Total Settlement Payment

Defendant shall pay a settlement payment in a total amount of Three Hundred Sixty Thousand Dollars (\$360,000) (the “**Total Settlement Payment**”), subject to Section V(B) below. The Total Settlement Payment shall include Plaintiff’s Counsel Payment, the General Release Payment, Settlement Administration Costs, and the PAGA Fund as these terms are defined below.

B. Plaintiff’s Counsel Payment of Attorneys’ Fees and Costs

1. Plaintiff’s Counsel will apply to the Court for an award of attorneys’ fees of up to 33.3% of the Total Settlement Payment, and reasonable litigation costs, not to exceed Fifteen Thousand

1 Dollars (\$15,000.00) (“**Plaintiff’s Counsel Payment**”). Plaintiff’s Counsel will be responsible for
2 submitting all documents to support their request for attorneys’ fees and costs.

3 2. Defendant will not oppose or object to Plaintiff’s Counsel’s application for
4 attorneys’ fees, not to exceed 33.3% of the Total Settlement Payment plus all documented and
5 reasonable litigation costs and expenses, not to exceed \$15,000.00.

6 3. In the event that the Court does not approve an award of attorneys’ fees equal to
7 the requested amount, or the Court alters the payment methodology described herein, it will not be
8 considered a material change of the Settlement and will not operate to terminate or cancel the
9 agreement, and this Settlement will be enforceable.

10 4. The Plaintiff’s Counsel Payment shall be paid from the Total Settlement Payment.
11 Any reductions by the Court of Plaintiff’s Counsel’s request for attorneys’ fees or costs shall revert to
12 the PAGA Fund.

13 **C. General Release Payment to Plaintiff**

14 1. Subject to Court approval, Defendant agrees to pay Plaintiff a General Release
15 Payment of up to Ten Thousand Dollars (\$10,000.00), to be paid from the Total Settlement Payment, as
16 an enhancement for her service as the PAGA representative and in exchange for a general release, as set
17 forth below, in addition to any payment she may otherwise receive as a PAGA Settlement Member
18 (“**General Release Payment**”).

19 2. Defendant will not oppose Plaintiff’s request for the General Release Payment.
20 Plaintiff will be responsible for correctly characterizing this compensation for tax purposes and for
21 paying any taxes owing on said amount. The Parties agree that a reduction by the Court of the requested
22 General Release Payment is not a basis for rendering the entire Settlement voidable or unenforceable.
23 Any reductions by the Court of the General Release Payment shall revert to the PAGA Fund.

24 3. Plaintiff shall not receive any additional payments or enhancements other than
25 those expressly provided under this Settlement.

26 **D. Settlement Administration Costs**

27 1. The cost of the Settlement Administrator to implement and complete the
28 settlement process according to the terms of this Settlement, including the costs to calculate payments to

individual PAGA Settlement Members and to prepare any necessary tax documents for PAGA Settlement Members are referred to as the “**Settlement Administration Costs,**” and are estimated to be Three Thousand Two Hundred Fifty Dollars (\$3,250.00).

E. PAGA Fund

1. After deducting Plaintiff’s Counsel Payment, the Settlement Administration Costs, and any court-approved General Release Payment, the remainder of the Total Settlement Payment shall be allocated toward payment to the Labor & Workforce Development Agency and PAGA Settlement Members (“**PAGA Fund**”).

2. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA and twenty-five percent (25%) of the PAGA Fund will be allocated among the PAGA Settlement Members based on his or her proportionate share of the pay periods worked during the PAGA Period.

V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND

A. Deposit of Total Settlement Payment

1. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID Number and calculate all settlement checks based on information that will be confidentially furnished by Defendant.

2. Within 21 days after the Effective Date, Defendant shall deposit the Total Settlement Payment with the Settlement Administrator.

B. Effect of Increase in Number of Pay Periods

This settlement is based on data provided by Defendant showing that the PAGA Settlement Members worked approximately 8,592 pay periods as of October 1, 2023. In the event the number of pay periods worked by PAGA Settlement Members during the PAGA Period increase by more than 10% (i.e., by more than 859 pay periods), Defendant shall have the option of either (i) increasing the Total Settlement Amount on a pro-rata basis equal to the percentage increase in the number of pay periods worked by the PAGA Settlement Members above 10% (for example, if the number of pay periods increases by 11%, the Total Settlement Amount will increase by 1%), or (ii) shorten the release period to

1 an earlier date at which only 8,592 pay periods plus an additional 859 pay periods are covered by the
2 PAGA Period.

3 **C. Formula for Calculating Share of PAGA Fund**

4 The portion of the PAGA Fund that is paid to each PAGA Settlement Member shall be
5 determined based on the following formula:

6 1. The payment to PAGA Settlement Members will be based on the number of pay
7 periods worked by each PAGA Settlement Member during the PAGA Period. Partial weeks will be
8 counted as full pay periods.

9 2. The amount to be paid per pay period worked by a PAGA Settlement Member
10 will be calculated by dividing the value of the portion of the PAGA Fund that will be paid to PAGA
11 Settlement Members by the total number of pay periods worked by all PAGA Settlement Members
12 during the PAGA Period.

13 3. Defendant's records shall be determinative for purposes of calculating the number
14 of pay periods worked and any payments to PAGA Settlement Members.

15 **D. Distribution of PAGA Fund**

16 1. Defendant shall provide the Settlement Administrator with a list of the names, last
17 known addresses, dates of active employment with Defendant during the PAGA Period, and Social
18 Security Numbers for the PAGA Settlement Members, to be furnished within thirty (30) days after the
19 Court issues an Order approving the Settlement. This information is being provided confidentially to the
20 Settlement Administrator only, and the Settlement Administrator shall treat the information as private
21 and confidential and take all necessary precautions to maintain the confidentiality of the information.
22 This information is to be used only to carry out the Settlement Administrator's duties as specified in this
23 Settlement.

24 2. Within twenty-eight (28) days after the Effective Date, the Settlement
25 Administrator shall pay to the LWDA an amount equivalent to seventy-five percent (75%) of the PAGA
26 Fund, or as otherwise directed by the Court.

27 3. Within twenty-eight (28) days after the Effective Date, the Settlement
28 Administrator shall distribute to PAGA Settlement Members their individual portion of the PAGA Fund

1 (the “**Individual Payment**”), or as otherwise directed by the Court. The Individual Payment shall be
2 sent along with a notice letter explaining why the check is being sent, in a mutually-agreed upon form
3 that has been approved by the Court in substantially the form that is attached hereto as Exhibit A.

4 4. To provide the best notice practicable, any Individual Payment returned to the
5 Settlement Administrator as non-delivered shall be sent by post-marked First Class U.S. Mail to the
6 forwarding address affixed thereto, if any. If no forwarding address is provided for an Individual
7 Payment that is returned as non-deliverable, the Settlement Administrator shall use the best available
8 technology accessible (e.g. skip tracing, address verification, etc.) to the Settlement Administrator or
9 other mutually agreeable method to locate PAGA Settlement Members and will then mail the Individual
10 Payment to the address identified by the best available technology accessible to the Settlement
11 Administrator or other mutually agreeable method. If no current address is located, the Individual
12 Payment for that individual will be deemed undeliverable. If any PAGA Settlement Members cannot be
13 located within two attempts at mailings by the Settlement Administrator, the Individual Payment for that
14 individual will be deemed undeliverable and the Settlement Administrator need not take further steps to
15 deliver checks to the PAGA Settlement Member whose re-mailed checks are deemed undeliverable. The
16 Settlement Administrator shall promptly send a replacement check to any Aggrieved Employee whose
17 original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date. After
18 180 days from the date of mailing the Individual payment by the Settlement Administrator, the amount of
19 any undeliverable checks will be void and sent to the State of California State Controller’s Office in the
20 PAGA Settlement Member’s name. However, the PAGA Settlement Members whose checks were
21 undeliverable will still have released the Released Claims. The Parties agree that this results in no
22 unpaid residue under California Civil Procedure Code section 384, as the entire PAGA settlement
23 payment will be paid out to the LWDA and PAGA Settlement Members. Therefore, Defendant will not
24 be required to pay any interest on said amount.

25 5. The Settlement Administrator shall maintain a list of the postmark date for the
26 original mailing of the Individual Payment to the PAGA Settlement Members, the postmark date of any
27 subsequent mailing to any PAGA Settlement Members, and a list of PAGA Settlement Members who
28

1 did not receive the Individual Payment due to the inability to locate a valid address using the procedures
2 described herein or who otherwise could not be located within two attempts at mailing.

3 6. All settlement checks will remain valid and negotiable for 180 days from the date
4 of their mailing by the Settlement Administrator. After 180 days from the date of their mailing by the
5 Settlement Administrator, the dollar value of all checks that remain uncashed for more than 180 days
6 will be void and sent to the State of California State Controller's Office in the PAGA Settlement
7 Member's name. However, the PAGA Settlement Members who have not cashed their checks within
8 180 days from the date of their mailing will still have released the Released Claims. The failure by a
9 PAGA Settlement Member to cash their settlement checks will have no effect on their release of the
10 Released Claims. The Parties agree that this results in no unpaid residue under California Civil
11 Procedure Code section 384, as the entire PAGA settlement payment will be paid out to the LWDA and
12 PAGA Settlement Members, whether or not the PAGA Settlement Members cash their settlement
13 checks. Therefore, Defendant will not be required to pay any interest on said amount.

14 7. The Settlement Administrator will prepare and issue IRS Form 1099 to PAGA
15 Settlement Members who received a payment.

16 **E. Settlement Administration Cost Payment**

17 Within twenty-eight (28) days after the Effective Date, Settlement Administrator shall pay the
18 Settlement Administration Costs directly to the Settlement Administrator.

19 **F. Plaintiff's Counsel Payment**

20 Within twenty-eight (28) days after the Effective Date, Settlement Administrator shall pay the
21 Plaintiff's Counsel Payment directly to Plaintiff's Counsel.

22 **G. Plaintiff's General Release Payments**

23 Within twenty-eight (28) days after the Effective Date, Settlement Administrator shall pay the
24 General Release Payment directly to Plaintiff.

25 **VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS**

26 **A. Claims Released by The LWDA and All PAGA Settlement Members**

27 Upon the date of entry of an order by the Court in this Action approving this Settlement, the
28 LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever discharge the

Released Parties from any and all Released Claims. As a result of this release, the PAGA Settlement Members will be unable to bring a claim for civil penalties under the California Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*, against the Released Parties for any violations of the Released Claims that took place during the PAGA Period.

B. Tax Treatment and Tax Indemnification

PAGA Settlement Members will assume any tax obligations or consequences which may arise from this Settlement. PAGA Settlement Members release any and all claims that they have or may have against Defendant for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Settlement or any compensation provided at any time by Defendant or any of the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any action against any PAGA Settlement Members for their individual share of taxes related to any payments made under this Settlement or any compensation provided at any time by Defendant or any of the Released Parties, each PAGA Settlement Member shall be responsible for his or her own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the PAGA Settlement Member's share of any state or federal tax obligation. If a PAGA Settlement Member has questions about any liability to any state or federal taxing authority, they should contact the Settlement Administrator. The PAGA Settlement Members should not contact Defendant, any of the Released Parties, or Defense Counsel.

C. Claims Released by Plaintiff

In addition to the Released Claims, upon the date of entry of an order by the Court in this Action approving this Settlement, Plaintiff will generally release any and all claims against the Released Parties. This general release of all claims includes any and all claims arising from the employment relationship with the Released Parties, or the separation thereof, including, without limitation, any claims for breach of any implied or express contract or covenant; claims for promissory estoppel; claims of entitlement to any pay; claims of wrongful denial of insurance and employee benefits (except workers' compensation benefits); claims for failure to hire, public policy violations, defamation, invasion of privacy, fraud, misrepresentation, emotional distress, assault/battery, or other common law or tort matters; claims of

1 harassment, retaliation or discrimination based on age, race, color, religion, sex, national origin,
2 ancestry, physical or mental disability, protected activity, medical condition, marital status, sexual
3 preference, union activity, or veteran status; claims under Title VII of the Civil Rights Act of 1964; the
4 Civil Rights Act of 1991; the Americans With Disabilities Act; Section 1981 of the Civil Rights Act of
5 1866; age discrimination under the Age Discrimination in Employment Act, as amended by the Older
6 Workers Benefit Protection Act; the Family and Medical Leave Act; claims for unfair competition;
7 claims based on legal restrictions on Defendant's right to terminate, not to hire or promote employees, or
8 to change an employee's compensation; and claims based on any federal, state or other governmental
9 statute, regulation or ordinance, all statutory, constitutional, contractual or common law claims for
10 wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest,
11 attorneys' fees, litigation costs, restitution, or equitable relief, or any other claims arising under the Fair
12 Labor Standards Act, California Labor Code, or Industrial Welfare Commission Wage Orders, or arising
13 out of or based upon the following categories of allegations regardless of the forum in which they may
14 be brought, to the fullest extent such claims are releasable by law, including but not limited to (i) all
15 claims for unpaid overtime; (ii) all claims for unpaid wages or minimum wages; (iii) all claims for meal
16 break violations; (iv) all claims for rest period violations; (v) all claims for paid sick leave violations;
17 (vi) all claims for the failure to timely pay wages during employment and upon termination; (vii) all
18 claims for the failure to timely pay wages during employment; (viii) all claims for wage statement
19 violations; (ix) all claims for failure to reimburse business expenses; (x) unfair competition; (xi) all
20 claims for failure to provide suitable seating and failure to provide standard temperature conditions, and
21 (xi) all other penalties recoverable for such claims under PAGA, and the Employee Retirement Income
22 Security Act.

23 For the purpose of implementing a full and complete release and discharge of the Released
24 Parties, Plaintiff expressly acknowledges that the release in this section is intended to include in its
25 effect, without limitation, all claims she did not know or suspect at the time of execution hereof,
26 regardless of whether the knowledge of such claims, or the facts upon which they might be based, would
27 materially have affected the settlement of this matter, and that the consideration given under this
28 Settlement is also for the release of those claims and contemplates the extinguishment of any such

claims. In furtherance of this Settlement, Plaintiff expressly waives all rights provided by California Civil Code section 1542, or other similar statutes that Plaintiff may have against any of the Released Parties. Section 1542 states:

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

This general release and waiver of rights under California Civil Code Section 1542 shall include any and all claims based on conduct or omissions that occurred at any time prior to the date of entry of an order by the Court in this Action approving this Settlement.

VII. MISCELLANEOUS PROVISIONS

A. Voiding the Settlement

A failure of the Court to approve any material condition of this Settlement shall render the entire Settlement voidable and unenforceable as to Plaintiff and Defendant, at the option of Plaintiff or Defendant. Each party may exercise its option to void this Settlement as provided above by giving notice, in writing, to the other, and to the Court within fifteen (15) days after the Order failing to approve a material condition of the Settlement has been received by the party seeking to void the Settlement.

B. Mutual Full Cooperation

Plaintiff, Defendant, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by Order of the Court, or otherwise, to effectuate this Settlement.

C. Parties' Authority

The signatories hereto represent that they are fully authorized to enter into this Settlement.

D. Binding Nature of the Settlement

1. This Settlement shall be binding upon, and inure to the benefit of, the successors

1 or assigns of the Released Parties. Plaintiff represents, covenants, and warrants that she has not directly
2 or indirectly, assigned, transferred, encumbered, any claim, demand, action, cause of action or rights
3 released in the Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiff
4 and the PAGA Settlement Members.

5 2. This Settlement may be amended or modified only by a written instrument signed
6 by Plaintiff's Counsel and Plaintiff, as well as Defense Counsel and Defendant. No rights under this
7 Settlement may be waived except in writing.

8 3. This Settlement and any attached exhibits constitute the entire agreement between
9 Plaintiff and Defendant relating to the terms contained herein. All prior or contemporaneous agreements,
10 understandings and statements, whether oral or written, whether express or implied, and whether by a
11 party or their counsel, concerning this Settlement are merged herein. No oral or written representations,
12 warranties or inducements have been made to any party concerning this Settlement or its exhibits other
13 than the representations, warranties and covenants contained and memorialized in such documents.

14 4. Paragraph titles or captions contained herein are inserted as a matter of
15 convenience and for reference, and in no way define, limit, extend, or describe the scope of this
16 Settlement or any of its provisions. Each term of this Settlement is intended to be contractual and not
17 merely a recital.

18 **E. Joint Drafting of Settlement Documents**

19 1. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result
20 of a series of arm's-length negotiations, taking into account all relevant factors, present and potential.

21 2. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense
22 Counsel and, therefore, in any construction or interpretation of this Settlement, the same shall not be
23 construed against any of the Parties.

24 3. Plaintiff and Plaintiff's Counsel agree that none of the documents provided to
25 them by Defendant shall be used for any purpose other than the settlement of this Action. Specifically,
26 none of the documents provided shall be used to pursue any subsequent claims or litigation against
27 Defendant or the Released Parties.

1 **F. Execution of the Settlement**

2 This Settlement may be executed in one or more counterparts and by e-mail or facsimile. All
3 executed copies of this Settlement and photocopies thereof shall have the same force and effect and shall
4 be as legally binding and enforceable as the original.

5 **G. No Press Release or Publicity Regarding the Terms of the Settlement**

6 Plaintiff and Plaintiff's Counsel, as well as Defendant and Defense Counsel, agree that they will
7 not issue any media or press release, initiate any contact with the media or the press, respond to any
8 media or press inquiry or have any communications with the media or the press about the fact, amount
9 or terms of this Settlement. Plaintiff and Plaintiff's Counsel shall not publicize or refer to the fact or
10 amount of the Settlement, on their websites, social media, any other marketing materials, professional
11 organization such as CELA, or legal publication. Plaintiff and Plaintiff's Counsel will not state on their
12 websites, social media, any other marketing materials, or legal publications, that Defendant engaged in
13 any act contrary to California law, or denied payment owed to individuals classified as independent
14 contractors or employees, or otherwise disparage Defendant, or otherwise identify Defendant.
15 Defendant shall be allowed to report the Settlement or results of this lawsuit if required to do so by
16 public disclosure regulatory requirements or with respect to any financial or other disclosures which in
17 their judgment are necessary.

18 **H. Continuing Jurisdiction of the Court**

19 Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court
20 shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and enforce
21 compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the administration of
22 the benefits of this Settlement.

23 **I. Representations by Plaintiff**

24 Plaintiff acknowledges the following:

- 25 1. Plaintiff has carefully read and fully understands all of the provisions of this
26 Settlement;
27 2. Plaintiff has had sufficient time, and at least 21 days, to consider this Settlement
28 before signing it;

3. Plaintiff may revoke the release of any age claims under the OWBPA after she signs the Settlement by delivering written notice to Daniel Whang, Seyfarth Shaw LLP, 2029 Century Park East, Ste. 3500, Los Angeles, California 90067 before the close of business seven days after she signs this Settlement.

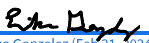
4. Plaintiff knowingly and voluntarily agrees to all of the terms set forth in this Settlement and acknowledges that Plaintiff has not been coerced, threatened, or intimidated into executing this Settlement;

5. Plaintiff has been advised, and hereby is advised in writing, to consider the terms of this Settlement and consult with Plaintiff's attorneys before signing this Settlement.

DATED: January __, 2024

ERIKA GONZALEZ

Feb 21, 2024

By: 
Erika Gonzalez (Feb 21, 2024 20:03 PST)

DATED: January __, 2024

OSI OPTOELECTRONICS, INC.

February 22, 2024

By: 

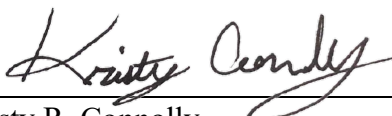
Name: Glenn Grindstaff

Position: Chief Human Resources Officer

AGREED AS TO FORM:

DATED: February 22, 2024

AEGIS LAW FIRM, PC

By: 
Kristy R. Connolly

Attorneys for Plaintiff Erika Gonzalez

DATED: February 29, 2024

SEYFARTH SHAW LLP

By: 
Daniel Whang

Attorneys for Defendant OSI Optoelectronics, Inc.

EXHIBIT A

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<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: *Erika Gonzalez v. OSI Optoelectronics, Inc.*,
Notice of PAGA Settlement, Settlement Payment, and Release of Claims

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Erika Gonzalez v. OSI Optoelectronics, Inc.*, Los Angeles Superior Court Case No. 22STCV29235.

I. NOTICE OF PAGA SETTLEMENT AND PAYMENT

The Los Angeles County Superior Court (the “Court”) has approved a settlement in the above-referenced action filed by a Plaintiff, on behalf of herself and as the representative of the State of California on behalf of other potentially aggrieved employees. That case was filed against OSI Optoelectronics, Inc. pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The claim was brought on behalf of the State of California and all other potentially aggrieved employees of OSI Optoelectronics, Inc. You have been identified as one of the potentially aggrieved employees on whose behalf the case was brought.

The Plaintiff in the case alleged that OSI Optoelectronics, Inc. violated certain California Labor Code provisions. Plaintiff was solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other potentially aggrieved employees under PAGA. OSI Optoelectronics, Inc. denies that it did anything wrong or that it owes any penalties whatsoever. OSI Optoelectronics, Inc. maintains that it was at all relevant times, compliant with the California Labor Code. For the sole purpose of compromising and settling the case to avoid the cost and operational burden of continued litigation, the Parties agreed to resolve the case, and as part of that settlement, OSI Optoelectronics, Inc. agreed to pay a certain amount of money categorized as PAGA penalties. The settlement of this action does not constitute an admission by OSI Optoelectronics, Inc. of any of the matters alleged in the case or an admission of liability. Under the PAGA statute, the penalties get divided between the State and the aggrieved employees. The enclosed check represents your portion of the penalties allocated to the potentially aggrieved employees.

II. RELEASE OF CLAIMS

The Court has approved the Parties’ Settlement. By operation of the Settlement’s terms, all potentially aggrieved employees will release the Released Parties from any and all PAGA claims that were and/or could have been asserted based on the facts alleged in the Plaintiff’s operative complaint and the notice provided by Plaintiff to the LWDA (“Released Claims”). The

“Released Parties” include OSI Optoelectronics, Inc. and all of its past and present parents (including OSI Systems, Inc.), subsidiaries, affiliates, predecessors, related entities, and all of their respective current or former employees, officers, directors, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, members, successors, assigns, and agents.

Upon entry of an order by the Court approving the Settlement, any aggrieved employee covered by the Settlement will be barred from proceeding with any claims released by the Settlement.

* * *

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter), Plaintiff’s counsel or Defendant’s counsel:

Counsel for Plaintiff: AEGIS LAW FIRM, PC Samuel Wong Kashif Haque Jessica Campbell Kristy R. Connolly (949) 379-6250 kconnolly@aegislawfirm.com	Counsel for Defendant OSI Optoelectronics, Inc.: Seyfarth Shaw LLP Daniel Whang Peter J. Choi (310) 277-7200 dwhang@seyfarth.com pchoi@seyfarth.com
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Very Truly Yours,

[administrator]