

TIMOTHY B. DEL CASTILLO (SBN: 277296)
tdc@castleemploymentlaw.com
LISA L. BRADNER (SBN: 197952)
lb@castleemploymentlaw.com
CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC
2999 Douglas Blvd., Suite 180
Roseville, CA 95661
Telephone: (916) 245-0122

NORMAN B. BLUMENTHAL (SBN 068687)
KYLE R. NORDREHAUG (SBN 205975)
APARAJIT BHOWMIK (SBN 248066)
NICHOLAS J. DE BLOUW (SBN 280922)
BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 Calle Clara
La Jolla, CA 92037
TEL: (858) 551-1223
FAX: (858) 551-1232

Attorneys for Plaintiff, KODY WALKER individually and
as authorized agent of the LWDA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA**

KODY WALKER, individually, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

ENOVIX CORPORATION, a Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 23CV039290

JOINT STIPULATION OF PAGA
SETTLEMENT AND RELEASE

Action Filed: July 25, 2023

This Stipulation of Settlement shall be binding on Plaintiff, the State of California, and those persons Plaintiff represents as PAGA Members as provided herein, and on ENOVIX and its present and former parents, affiliated or related companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors, and assigns, and any individual or entity which could be jointly liable with ENOVIX, and its respective counsel, subject to the terms and conditions hereof and the Court's approval.

I. DEFINITIONS

a. “Action” means the civil action titled *KODY WALKER v. ENOVIX CORPORATION, et al.*, filed in the Superior Court of the State of California, County of Alameda, Case No. 23CV039290. On April 19, 2024, the Court consolidated this case with Plaintiff’s Class Action and Individual Claims, Case No. 23CV02823, with the latter being designated the lead case.

c. “Complaint” means the operative Complaint filed in the Action.

d. "Court" means the Superior Court for the State of California, County of Alameda.

f. “Defendant” and “ENOVIX” means ENOVIX CORPORATION.

g. “Effective Date” shall mean the date the Court has granted approval of the PAGA Settlement and issued its order granting same.

h. “Gross Settlement Amount” means the total amount to be paid by ENOVIX as provided by this Stipulation of Settlement (hereafter “GSA”).

i. “Order” means the Order Granting Approval of Settlement. The Parties will submit a proposed Order with the Motion to Approve this Stipulation of Settlement for consideration by the Court.

j. “PAGA” means California’s Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, *et seq.*

k. “Parties” means Plaintiff, KODY WALKER and ENOVIX, collectively and “Party” shall mean either Plaintiff or Defendant, individually.

l. “LWDA” means the California Labor and Workforce Development Agency.

m. “LWDA Payment” means the portion of the payment from the Net Settlement Amount to be paid to the LWDA under the Stipulation of Settlement.

n. “Net Settlement Amount” means the amount from the GSA that is available for distribution for the LWDA Payment and for Settlement Shares to the PAGA Members after deducting: (1) Plaintiff’s Counsel’s attorney’s fees (not to exceed 30% of the GSA) and costs (not to exceed \$15,000) (the final amount of which is subject to Court approval); and (2) Enhancement Payments to the representative Plaintiff (not to exceed \$5,000); and (3) the Settlement Administrator’s fees and expenses (not to exceed \$3,650). The Net Settlement Amount will be distributed to the LWDA and PAGA Members in payment of PAGA penalties.

o. “PAGA Members or Aggrieved Employees” means non-exempt individuals who worked in California for ENOVIX at any point during the Covered Period.

p. “Aggrieved Employee List” means the spreadsheet containing the list of Aggrieved Employees that Defendant will, in good faith compile from their human resources records and provide only to the Settlement Administrator in a secure manner on a confidential basis. The Aggrieved Employee List shall include Aggrieved Employees’ full names, social security numbers, last known mailing addresses to the extent available in Defendant’s electronic business records, and their dates of employment and/or pay periods worked as an Aggrieved Employee during the Covered Period.

q. “Plaintiff” means KODY WALKER.

r. “Plaintiff’s Counsel” and “PAGA Counsel” means the law firms of Castle Law: California Employment Counsel, P.C. and Blumenthal Nordrehaug Bhowmik De Blouw LLP.

s. “Released Parties” means Defendant and any of its present and former parents, subsidiaries and affiliated companies or entities, and their respective owners, officers, directors, employees, partners, shareholders and agents, as well as any other successors, assigns and legal representatives and their related persons and entities.

t. “Settlement Administrator” means ILYM Group, Inc.

u. “Settlement Share” means the portion of the Net Settlement Amount allocable to each PAGA Member as provided by this Stipulation of Settlement.

v. “Cy Pres Recipient” means Children’s Advocacy Institute.

II. FACTUAL BACKGROUND

A. Plaintiff was employed by ENOVIX as a Quality Assurance Technician from approximately June 2022, to December 2022.

B. On February 15, 2023, Plaintiff KODY WALKER filed a PAGA letter with the LWDA alleging: (1) Failure to Pay Minimum Wage; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Provide Accurate Wage Statements; (6) Failure to Pay Reimbursements for Expenses (7) Failure to Provide Wages When Due and (9) Failure to Pay Sick Pay Wages. The LWDA did not indicate an intention to investigate the allegations on its own within the applicable statutory time period.

C. On July 25, 2023, Plaintiff KODY WALKER filed this Action against Defendant seeking to recover civil penalties under PAGA on behalf of himself, other aggrieved employees, and the State of California.

D. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims and allegations alleged in Plaintiff’s Complaint and LWDA Notice Letter. Defendant further denies that, for any purpose other than settling this Action, these claims are appropriate for PAGA representative treatment, and contend, among other things, that it has complied with all applicable state,

1 federal, and local laws regarding the payment of wages, accurate wage statements, and meal and rest
2 period provisions.

3 E. Through arms-length, serious negotiations conducted with a qualified neutral third-party
4 mediator, Jason Marsili, the Parties reached a settlement of all PAGA claims brought in the Action
5 (“Settlement”). On October 30, 2024, Plaintiff and Defendant conducted an all-day mediation session
6 with the neutral mediator after the exchange of information to allow the parties to evaluate the merits of
7 Plaintiff’s claims and the merits of Defendant’s defenses to those claims. The negotiation between the
8 parties was adversarial and contentious, while remaining professional. These negotiations allowed the
9 parties to reach a final resolution as to Plaintiff’s PAGA claims, which will be submitted to the LWDA,
10 and to the above captioned Court for approval, pursuant to Labor Code section 2699(1)(2). The Parties
11 now enter this detailed, formalized settlement agreement with respect to the Complaint, subject to the
12 Court’s approval of the Settlement.

13 F. It is the desire of the Parties to settle, compromise, and discharge all disputes and claims
14 that were alleged in Plaintiff’s LWDA Notice Letter in this case fully, finally, and forever. To achieve a
15 full and complete release of Defendant, Plaintiff, and PAGA Counsel acknowledge that this Stipulation
16 of Settlement is intended to include in its effect all claims alleged, in the LWDA Notice Letters as of the
17 date of the Court’s approval of this Settlement.

18 G. It is the intention of the Parties that this Stipulation of Settlement shall constitute a full and
19 complete settlement and release of all PAGA claims alleged in the LWDA Notice Letters brought against
20 Defendant, which release includes in its effect Defendant and all other present and former owners, parents,
21 affiliated or related companies, shareholders, officers, directors, employees, agents, attorneys, insurers,
22 and successors and assigns of Defendant, and any individual or entity which could be jointly liable with
23 Defendant.

24 H. PAGA Counsel has conducted a thorough investigation into the facts of this representative
25 case, including an extensive review of relevant documents and data, and has diligently investigated PAGA
26 Members’ claims against Defendant. Based on their own independent investigation and evaluation,
27 PAGA Counsel are of the opinion that the Settlement with ENOVIX for the consideration and on the terms
28 set forth in this Stipulation of Settlement is fair, reasonable, and adequate, and is in the best interest of

1 Plaintiff, the State of California, and PAGA Members in light of all known facts and circumstances,
2 including the risk of significant delay, ENOVIX's ability to pay, the numerous defenses asserted by
3 Defendant, and various potential appellate issues.

4 I. The Parties agree to cooperate and take all steps necessary and appropriate to consummate
5 this Settlement and to effectuate a judgment. In the event that: (i) the Court does not approve the
6 Settlement as provided herein; or (ii) the Effective Date does not occur for any other reason apart from
7 the Court's refusal to approve, then this Settlement Agreement—and any documents generated to bring it
8 into effect—will be null and void, and the Parties will be returned to their respective positions.

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

11 **III. SETTLEMENT TERMS AND CONDITIONS**

12 A. Stipulation of Dismissal for Settlement. Subject to the terms of this Stipulation of
13 Settlement, Plaintiff will stipulate to the dismissal of this Action with prejudice.

14 B. Representation Regarding PAGA Members. ENOVIX represents that the PAGA Members
15 consist of approximately 163 individuals, which ENOVIX represents are all of ENOVIX's hourly
16 employees from September 6, 2022 to the present.

17 C. GSA. This Settlement provides for mailing of an explanatory notice (as set forth in **Exhibit**
18 **A** below) and payment of Settlement Shares to all PAGA Members according to a specified formula as
19 provided herein. The GSA under the Settlement, including all attorneys' fees and costs, settlement
20 administration costs, interest, PAGA penalties and any other payments provided by this Settlement is
21 \$180,000.00. It is understood and agreed that ENOVIX's gross total liability under this Settlement shall
22 not exceed \$180,000.00. It is further understood and agreed that ENOVIX shall have no obligation to pay
23 any person, entity, or organization more than its gross total liability under this Settlement as set forth
24 above, which includes the total amount of: (1) the Settlement Shares to the PAGA Members; (2)
25 Enhancement Payment to the representative Plaintiff, not to exceed \$5,000; (3) the attorneys' fees and
26 costs approved by the Court; (4) the actual fees and expenses of the Settlement Administrator; and (5)
27 payment to the State of California pursuant to PAGA.
28

Any amount of the GSA not required to pay administration costs, attorneys' fees and costs, Plaintiff's enhancement payments, and any other payments provided by this Settlement, shall be included in the Net Settlement Amount. The Settlement Share to PAGA Members will be calculated by the Settlement Administrator based on ENOVIX's records and paid out of the Net Settlement Amount as detailed in section (1) below. The GSA shall be paid by ENOVIX to the Settlement Administrator within thirty (30) calendar days after the Effective Date.

1. California Private Attorneys' General Act Allocation: Seventy-five Percent (75%) of the Net Settlement Amount will be paid to the State of California LWDA pursuant to the California Private Attorneys General Act and the remaining 25% is paid as Settlement Shares to the PAGA Members, all within forty-five (45) calendar days after the Effective Date. The Settlement Shares will be calculated by the Settlement Administrator based on ENOVIX's records and paid out of the Net Settlement Amount as detailed in section (2) below.

2. Settlement Shares: The Settlement Administrator shall first determine for each PAGA Member the pay periods he or she actively worked for ENOVIX during the PAGA Period. The Settlement Administrator shall divide the amount of the Net Settlement Amount by the sum of all PAGA Members' pay periods worked to calculate an "Estimated Amount Per Pay Period." For each PAGA Member, the Settlement Administrator shall then multiply the Estimated Amount Per Pay Period by the PAGA Member's pay periods worked in the Settlement Period to determine each individual Settlement Share. The Settlement Share process is discussed further below.

3. Allocation and Taxability of Settlement Shares: The individual Settlement Shares payable to PAGA Members shall be allocated entirely to alleged penalties, for which IRS Forms 1099 MISC will be issued to the PAGA Members. Each PAGA Member shall be individually responsible for the employee's share of taxes attributable to receipt of any payments under this Settlement.

4. Settlement Shares Do Not Trigger Additional Benefits: All Settlement Shares to PAGA Members shall be deemed to be income to such PAGA Members solely in the

1 year in which such awards actually are received by the PAGA Members. It is expressly
2 understood and agreed that the receipt of such Settlement Shares will not entitle any
3 PAGA Member to additional compensation or benefits under any company bonus,
4 contest, or other compensation or benefit plan or agreement in place during the period
5 covered by the Settlement, nor will it entitle any PAGA Member to any increased
6 retirement, 401(k) benefits or matching benefits, or deferred compensation benefits.
7 No deductions or contributions for 401(k) shall be made from the Settlement Shares.
8 It is the intent of the Parties that the Settlement Shares provided for in this Agreement
9 are the sole payments to be made by ENOVIX to PAGA Members in connection with
10 this Settlement, and that the PAGA Members are not entitled to any new or additional
11 compensation or benefits as a result of having received the Settlement Shares
12 (notwithstanding any contrary language or agreement in any benefit or compensation
13 plan document that might have been in effect during the period covered by this
14 Settlement).

- 15 5. Attorneys' Fees and Attorneys' Costs: Subject to Court approval, attorneys' fees and
16 costs shall be paid to Plaintiff's Counsel from the GSA, as set forth below. The Court-
17 approved attorneys' fees and costs will be paid out of a Settlement Administrator-
18 established escrow account to PAGA Counsel within thirty-five (35) days after the
19 Effective Date. Attorneys' fees and costs are discussed further below.
- 20 6. Enhancement Payments: Subject to Court approval, enhancement payments to Plaintiff
21 shall be paid to Plaintiff from the GSA, as set forth below. The Court-approved
22 enhancement payment will be paid out of the Settlement Administrator-established
23 escrow account to PAGA Counsel within thirty-five (35) days after the Effective Date.
- 24 7. Settlement Administrator: The fees of the Settlement Administrator for work done
25 shall be paid from the GSA. If the Settlement is ineffective for any reason, the Parties
26 shall evenly split the costs of the Settlement Administrator regardless of the outcome
27 of the Settlement. The Settlement Administrator, ILYM Group, Inc. has capped the
28 settlement administration fees at \$3,650. The Court-approved Settlement

Administrator's expenses will be paid within 35 days after the Effective Date. The Settlement Administrator is discussed further below.

IV. SETTLEMENT ADMINISTRATION

The Parties will agree to the appointment of ILYM Group, Inc. as the Settlement Administrator. However, the Parties shall have the right to select or substitute a different Settlement Administrator by mutual agreement at any time. The Settlement Administrator will send an agreed-upon explanatory notice of the Settlement, attached hereto as **Exhibit A**, along with the Settlement Share to all PAGA Members as discussed herein. The Settlement Administrator will calculate the Settlement Share amounts due to PAGA Members in accordance with this Stipulation of Settlement. The Settlement Administrator shall report, in summary or narrative form, the substance of its findings. Upon receipt of funds from ENOVIX and as provided by the terms of the Settlement, the Settlement Administrator will issue and send out the Settlement Shares to PAGA Members. Tax treatment of the Settlement Shares will be as set forth herein, and in accordance with state and federal tax laws. The Settlement Administrator shall report the payments on a Form 1099 to the federal and state taxing agencies. All disputes relating to the Settlement Administrator's performance of duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Stipulation of Settlement until all payments and obligations contemplated by this Stipulation of Settlement have been fully carried out.

V. ATTORNEYS' FEES AND COSTS

Except as set forth herein, each Party shall bear their own costs and fees of the Actions. In consideration for settling this matter and in exchange for the release of claims by the PAGA Group, and subject to approval or modification by the Court, PAGA Counsel's attorneys' fees shall be subtracted from the GSA as approved by the Court. Subject to Court approval, PAGA Counsel's attorney's fees shall be an amount not to exceed thirty percent (30%) of the GSA, which is \$54,000. In addition, and also subject to Court approval, PAGA Counsel shall be reimbursed for their out-of-pocket expenses, in the amount set forth in a declaration to be submitted to the Court concurrently with the motion for approval of this Joint Stipulation of PAGA Settlement and Release, but not to exceed \$15,000. Fees and costs approved by the Court will cover all work performed and fees and costs incurred to date, and all work to be performed and fees and costs to be incurred in connection with the approval by the Court of this Joint

1 Stipulation of PAGA Settlement and Release, the administration of the Settlement, and final judgment in
2 this case. The attorneys' fees and costs approved by the Court shall be paid out of the Settlement
3 Administrator's escrow account to PAGA Counsel, Castle Law: California Employment Counsel, PC
4 within thirty-five (35) calendar days after the Effective Date.

5 **VI. ENHANCEMENT PAYMENTS**

6 In consideration for acting as the named PAGA representative, and in exchange for the release of
7 claims, and subject to approval or modification by the Court, PAGA representative Plaintiff's
8 enhancement payments shall be subtracted from the GSA as approved by the Court. Subject to Court
9 approval, representative Plaintiff's enhancement payment shall be an amount not to exceed \$5,000. The
10 enhancement payment approved by the Court shall be paid out of the Settlement Administrator's escrow
11 account to PAGA Counsel within 35 calendar days after the Effective Date.

12 **VII. SETTLEMENT SHARE ADMINISTRATION**

13 A. Thirty (30) calendar days after the Court has approved this Stipulation of Settlement,
14 ENOVIX shall provide to the Settlement Administrator a spreadsheet, which will list for each PAGA
15 Member the PAGA Member's name, last-known address, social security number, and the number of pay
16 periods worked through that date. This spreadsheet shall be based on ENOVIX's payroll and other
17 business records. The Settlement Administrator will run a check of the PAGA Members' address against
18 those on file with the U.S. Postal Service's National Change of Address Database. Within forty-five (45)
19 calendar days after the Settlement becomes final and effective as defined above, the Settlement
20 Administrator will mail the Notice accompanying the Settlement Shares to all PAGA Members.

21 B. Prior to the mailing of the Notice and Settlement Shares, the Settlement Administrator will
22 search for updated addresses through the U.S. Postal Service's National Address Database. Notices
23 returned to the Settlement Administrator as non-delivered shall be re-mailed to the forwarding address, if
24 any, on the returned envelope; any returned envelopes with forwarding addresses will be used by the
25 Settlement Administrator to forward the Notice to PAGA Members. If no forwarding address is provided,
26 the Settlement Administrator will perform a computer search for a new address and an additional skip
27 tracing pursuant to its usual and customary procedures.

28 C. All costs associated with the Notices are part of, and included within, the GSA.

VIII. SETTLEMENT SHARES PROCESS

A. Within ten (10) days after the Effective Date, as defined in this Agreement, the Settlement Administrator will provide ENOVIX with wire transfer information. Within thirty (30) days after the Effective Date, ENOVIX will transfer the GSA to the Settlement Administrator via wire transfer.

B. Within forty-five (45) calendar days after the Effective Date, the Settlement Administrator shall pay the Settlement Share checks from the escrow account, which it will mail to PAGA Members along with the Notice. Settlement Share checks shall remain valid and negotiable for 180 calendar days from the date of issuance and will be cancelled by the Settlement Administrator if not cashed within that time. The checks provided to PAGA Members shall prominently state the checks will expire in 180 calendar days, or alternatively, such a statement may be made in the explanatory notice accompanying the check. PAGA Members shall be bound by the Settlement whether or not they cash a Settlement Share Check.

C. Any unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be handled by the Settlement Administrator and be issued to the Cy Pres recipient Children's Advocacy Institute.

IX. RELEASED CLAIMS

Upon approval by the Court of this Stipulation of Settlement, and when all payments and obligations contemplated by this Stipulation of Settlement have been fully carried out, Plaintiff as the authorized representative, and the State of California fully release and discharge the Released Parties, from any and all claims, costs, expenses, attorneys' fees, damages, interest, or civil penalties, arising out of the facts alleged and the claims asserted by Plaintiff in his LWDA Notice Letter and any other PAGA claims that were raised and/or potential claims reasonably arising out of the same set of operative facts pled in the LWDA Notice Letters ("PAGA Released Claims") for the PAGA Period, with the exception of Plaintiff's individual Fair Employment and Housing Act, Labor Code, and wrongful termination claims which the Parties hereby acknowledge are subject to a separate individual confidential settlement and release agreement. By and through this Settlement Plaintiff and the State of California forever agrees they shall not be entitled to pursue, accept, or recover civil penalties for any PAGA Released Claims against the Released Parties from September 6, 2022, to the Effective Date. The PAGA Released Claims

1 expressly exclude claims for vested benefits, wrongful termination, unemployment insurance, disability,
2 social security, workers compensation, class claims, and PAGA claims outside of the Covered PAGA
3 Period.

4 PAGA Members shall have no right to opt out of this Stipulation of Settlement or object thereto.

5 **X. PARTIES' DUTIES TO OBTAIN COURT APPROVAL OF THE PAGA**
6 **SETTLEMENT**

7 PAGA Counsel shall promptly submit this Stipulation of Settlement to the Court after all
8 signatures being obtained. This Settlement shall remain confidential until filed with the Court. Plaintiff
9 shall apply to the Court via noticed motion for entry of an order approving the PAGA Settlement,
10 consistent with the terms provided herein.

11 **XI. PARTIES' AUTHORITY**

12 The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation
13 of Settlement and bind the Parties hereto to the terms and conditions thereof.

14 **XII. MUTUAL FULL COOPERATION**

15 The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of
16 Settlement, including but not limited to, execution of such documents and taking such other action as
17 reasonably may be necessary to implement the terms of this Stipulation of Settlement.

18 Once the Settlement is final and effective, the Parties agree to seek final dismissal of the Action.
19 Plaintiff agrees to seek dismissal of the PAGA claim and entire lawsuit with prejudice, upon approval of
20 this Joint Stipulation of PAGA Settlement and Release by the Court. The Parties to this Stipulation of
21 Settlement shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement
22 and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this
23 Stipulation of Settlement and the terms set forth herein.

24 As soon as practicable after execution of this Stipulation of Settlement, PAGA Counsel shall, with
25 the assistance and cooperation of ENOVIX and its counsel, take all necessary steps to secure the Court's
26 final approval of this Stipulation of Settlement.

27 **XIII. NO PRIOR ASSIGNMENTS**

28 The Parties and their counsel represent, covenant, and warrant that they have not directly or

indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged except as set forth herein.

XIV. SUBMISSION OF ORDER

Plaintiff shall submit a copy of the order providing for or denying an award of civil penalties to the LWDA within ten (10) calendar days after entry of the dismissal and/or Order, in compliance with Section 2699(1)(3) of the California Labor Code.

XV. WAIVER OF RIGHT TO APPEAL

Provided that the Court's approval of this Settlement is consistent with the material terms of this Stipulation of Settlement, Plaintiff, ENOVIX, and their respective counsel hereby waive any and all rights to appeal the final approval of the Settlement, and the Order therefore will become non-appealable at the time it is entered. If, for any reason an appeal is taken, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Order becomes Final, as defined in this Stipulation of Settlement.

XVI. ATTORNEY AUTHORIZATION

Plaintiff's Counsel, and ENOVIX's Counsel, warrant and represent that they are authorized by Plaintiff and ENOVIX, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Stipulation of Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Stipulation of Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach Stipulation of Settlement on the form or content of any document needed to implement the Stipulation of Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Stipulation of Settlement, the Parties will seek the assistance of the Court or mediator, and in all cases all such documents, supplemental provisions and assistance of the court will be consistent with this Stipulation of Settlement.

XVII. NOTICES

All notices, demands or other communications given under this Stipulation of Settlement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the PAGA Members:

Timothy B. Del Castillo, Esq.
 Lisa L. Bradner, Esq.
 CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC
 2999 Douglas Blvd., Suite 180
 Roseville, CA 95661
 tdc@castleemploymentlaw.com
 lb@castleemploymentlaw.com

To Defendant ENOVIX Corporation:

Talia L. Delanoy, Esq.
 GORDON REES SCULLY MANSUKHANI
 Tdelanoy@grsm.com
 3 Parkcenter Drive, Suite 200
 Sacramento, CA 95825

XVIII. EXECUTION IN COUNTERPART

This Stipulation of Settlement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or electronic generated signatures (e.g., DocuSign signatures) will be accepted, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Stipulation of Settlement.

XIX. ACKNOWLEDGEMENT THAT THE SETTLEMENT IS FAIR AND REASONABLE. The Parties believe that this Settlement Agreement is a fair, adequate and reasonable settlement of the Actions and have arrived at this Settlement Agreement after arm's – length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement.

XX. BINDING AGREEMENT. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceedings to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

XXI. STAY OF LITIGATION. The Parties agree that the continuing litigation of the Action shall be stayed and that the time within which to bring this action to trial shall be extended from the date of the signing of this Settlement Agreement by all Parties until the entry of the final approval order, or if not entered, the date this agreement shall no longer be of any force or effect.

XXII. GOVERNING LAW. This Settlement Agreement shall be construed under and governed by the law of the State of California. This Settlement Agreement shall be deemed to have been entered into in Alameda County, California and all questions of validity, interpretation, or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Alameda.

XXIII. JUDGMENT AND CONTINUED JURISDICTION. After approval of this Settlement, the Court will have continuing jurisdiction pursuant to California Code of Civil Procedure section 664.6, solely for purposes of addressing: (1) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

[Signatures on Following Page]

EXECUTION BY PARTIES AND COUNSEL

IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences. Accordingly, the Parties and their counsel hereby execute this Stipulation of Settlement.

Dated: Feb 11, 2025


Kody Walker (Feb 11, 2025 07:28 PST)
Signed by: KODY WALKER

Dated: March 6, 2025 12:00 PM PST


897611C8143744A
ENOVI CORPORATION
[Authorized Representative]

APPROVED AS TO FORM:

Dated: February 11, 2025

CASTLE LAW: CALIFORNIA EMPLOYMENT
COUNSEL P.C.

By:


Timothy B. Del Castillo
Lisa L. Bradner
Attorneys for Plaintiff KODY WALKER

Dated: March 6, 2025

GORDON REES SCULLY MANSUKHANI

By:


Talia L. Delanoy Esq.
Attorneys for Defendant ENOVIX
CORPORATION

EXHIBIT A

NOTICE OF PAGA SETTLEMENT

KODY WALKER v. ENOVIX CORPORATION
Superior Court of the State of California for the County of Alameda
Case No. 23CV039290

ILYM Group, Inc.
14751 Plaza Dr., Ste. J
Tustin, CA 92780
www.ilymgrouplassaction.com
(888)250-6810

[Name]
[Address]

You are receiving this Notice because of a lawsuit brought on behalf of the State of California by KODY WALKER("Plaintiff"), against ENOVIX CORPORATION("Defendant"), for civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698 *et seq.* ("PAGA").

Defendant strongly denies these claims and denies that it owes any penalties. To avoid further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case. The settlement resolves and releases all the claims that were asserted in the lawsuit on behalf of all non-exempt employees who worked in California for ENOVIX CORPORATION any time during the period from September 6, 2022, to the Effective Date of the PAGA settlement ("PAGA Member").

The lawsuit and Settlement are for PAGA penalties only. This Settlement does not release any individual claims that you might have against ENOVIX CORPORATION outside of PAGA.

According to Defendant's records, you are a PAGA Member and are therefore entitled to a share of the settlement. Enclosed with this Notice is your settlement check. **The settlement check shall remain valid for one hundred eighty (180) calendar days.** Checks remaining un-cashed for more than 180 calendar days after issuance will be tendered to the Cy Pres Recipient Children's Advocacy Institute.

If you have questions, contact the Settlement Administrator at the number above.