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TSC AUTO ID TECHNOLOGY AMERICA, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

DANIELA VAZQUEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

TSC AUTO ID TECHNOLOGY AMERICA,
INC., a Nevada corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No. 30-2023-01316485-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO:
HON. WILLIAM D. CLASTER; DEPT.: CX101

**SETTLEMENT AGREEMENT AND
STIPULATION TO RESOLVE CLASS
ACTION AND PAGA CLAIMS**

Date Action Filed: April 3, 2023
Trial Date: Unassigned

1 This Settlement Agreement and Stipulation To Resolve Class Action and PAGA Claims (the
2 “**Settlement Agreement**,” “**Agreement**,” or “**Settlement**”) is entered into to resolve the action
3 entitled *Vazquez, et al., v. TSC Auto ID Technology America, Inc., et al.*, Orange County Superior
4 Court Case No. 30-2023-01316485-CU-OE-CXC.

5 **DEFINITIONS**

6 1. **Action**. “**Action**” means *Daniela Vazquez v. TSC Auto ID Technology America, Inc.,*
7 *et al.*, Orange County Superior Court, Case No. 30-2023-01316485-CU-OE-CXC.

8 2. **Agreement or Settlement or Settlement Agreement**. “**Agreement**” or “**Settlement**”
9 or “**Settlement Agreement**” means this Settlement Agreement and Stipulation To Resolve Class
10 Action and PAGA Claims, entered into by the Parties to resolve the Action.

11 3. **Aggrieved Employees**. “**Aggrieved Employees**” means all non-exempt, hourly-paid
12 employees of Defendant employed in California at any time during the PAGA Period.

13 4. **Attorneys’ Fees and Costs**. “**Attorneys’ Fees and Costs**” means the amount
14 authorized by the Court for: (i) an award of attorneys’ fees to Class Counsel for litigation and
15 resolution of the matter, in the amount that does not exceed 33.33% percent of the Gross Settlement
16 Amount; and (ii) reimbursement of actual costs incurred by Class Counsel in connection with this
17 Action, in an amount to not to exceed \$2,500.00.

18 5. **Class or Class Members**. “**Class**” or “**Class Members**” means all non-exempt,
19 hourly-paid employees of Defendant employed in California at any time during the Class Period.

20 6. **Class Counsel**. “**Class Counsel**” means Kane Moon and Stanley J. Park of Moon
21 Law Group, PC.

22 7. **Class Notice**. “**Class Notice**” means the Notice of Class Action Settlement, attached
23 as **Exhibit A** to this Agreement, or a substantially similar notice approved by the Court.

24 8. **Class Period**. “**Class Period**” means the period from April 3, 2019 through the
25 earlier of: (1) the date the Court grants preliminary approval of the Settlement Agreement or (2)
26 May 31, 2024.

27 9. **Court**. “**Court**” means Orange County Superior Court, where the Action is currently
28 pending.

10. Defendant. “**Defendant**” means TSC Auto ID Technology America, Inc.

11. Effective Date. The “**Effective Date**” of this Agreement will be the later of (i) the 61st day after service of notice of entry of the Final Order and Final Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Order or Final Judgment, the day after the Final Order and Final Judgment are affirmed or the appeal, review, or writ is dismissed or denied, and the Final Order and Final Judgment are no longer subject to further judicial review. The Effective Date is conditioned upon the Court’s having entered a Final Order and Judgment as set forth in this Agreement.

12. Enhancement Award. “**Enhancement Award**” means the amount the Court authorizes to be paid to the Named Plaintiff in addition to her Individual Settlement Payment, in recognition of her efforts and work in prosecution of the Action, up to \$5,000.00.

13. Final Hearing Date. “**Final Hearing Date**” means the date set by the Court for the hearing on final approval of the Settlement.

14. Final Order and Judgment. “**Final Order and Judgment**” means the proposed order granting final approval of the Settlement and the separate proposed judgment, which Plaintiff will submit to the Court with the motion for final approval of the Settlement.

15. Gross Settlement Amount. “**Gross Settlement Amount**” means the total settlement payment Defendant has agreed to make under this Agreement. The Gross Settlement Amount is \$130,000.00.

a. Escalator Clause. Defendant has represented that there are 4,503 workweeks during the period from April 3, 2019 through February 20, 2024. If that number is incorrect by more than 10% for that same period, then the Gross Settlement Amount will be increased proportionately. For example, if the number is 11% higher, the Gross Settlement Amount will be increased by 1%.

16. Individual PAGA Payment. “**Individual PAGA Payment**” means a payment to an Aggrieved Employee of the employee’s share of the PAGA Payment as set forth in this Agreement.

17. Individual Settlement Agreement. Plaintiff and Defendant will enter into a separate written settlement agreement to resolve Plaintiff’s alleged individual claims. The individual

1 settlement will be contingent upon the Court's final approval of this Settlement Agreement and
2 Stipulation To Resolve Class Action and PAGA Claims.

3 18. Individual Settlement Payment. "**Individual Settlement Payment**" means the
4 individual settlement payment allocated to each Participating Class Member and/or Aggrieved
5 Employee as set forth in this Agreement, and consists of the Participating Class Member Payment
6 and the Individual PAGA Payment to the extent an employee is eligible.

7 19. Named Plaintiff or Plaintiff. "**Named Plaintiff**" or "**Plaintiff**" means Daniela
8 Vazquez.

9 20. Notice Period. "**Notice Period**" means the time period commencing on the date the
10 Class Notice is mailed to Class Members and ending 45 days thereafter unless a notice is remailed
11 to a Class Member, in which case, the Notice Period shall end either 45 days after mailing or 15
12 days after remailing, whichever is later.

13 21. Net Class Settlement Amount. "**Net Class Settlement Amount**" means the
14 settlement amount to be distributed to Participating Class Members, which is the Gross Settlement
15 Amount less Attorneys' Fees and Costs, the Enhancement Award, the PAGA Amount, and
16 Settlement Administration Costs.

17 22. PAGA Claims. "**PAGA Claims**" means, for the duration of the PAGA Period,
18 claims for penalties under the California Private Attorneys' General Act (California Labor Code §
19 2698, *et seq.*) ("**PAGA**") that (a) arise from the facts, matters, transactions or occurrences alleged
20 in the Action or that could have been alleged in the Action based on such facts; or (b) arise from the
21 facts, matters, transactions or occurrences alleged, or that could have been alleged, in the PAGA
22 Notice Letter sent by Class Counsel to the Labor and Workforce Development Agency ("**LWDA**")
23 pursuant to Labor Code section 2699.3 on or about March 30, 2023, asserting that Defendant
24 violated various provisions of the Labor Code. Without limiting the foregoing, and in addition to
25 the foregoing, the PAGA Claims include claims premised on the alleged: failure to pay minimum
26 wages including, but not limited to, pre and post shift work and off-the-clock work; failure to pay
27 all overtime compensation; failure to provide paid sick leave; failure to provide compliant meal
28 periods and rest breaks or premium payments in lieu of; failure to maintain accurate timekeeping

1 and payroll records; failure to reimburse for necessary business expenses; failure to pay vacation
2 wages; failure to pay all wages upon separation; failure to provide accurate itemized wage
3 statements; failure to timely pay wages owed during employment; California Labor Code §§ 201,
4 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174(d), 1174.5,
5 1194, 1194.2, 1197, 1197.1, 1198, 2699, 2699(a), 2699(f)(2), 2699.3, 2802; allegations in the
6 LWDA Notice and Action; and related violations of the applicable California Wage Orders.

7 23. PAGA Amount. **“PAGA Amount”** means the amount of \$25,000.00, which
8 represents the portion of the Gross Settlement Amount allocated to the settlement of the PAGA
9 Claims. The PAGA Amount is paid from the Gross Settlement Amount, and will be allocated as
10 set forth in this Agreement. The Parties agree that 75% of the PAGA Amount (\$18,750.00) will be
11 paid to the LWDA as the **“LWDA Payment,”** and the remaining 25% (\$6,250.00) will be allocated
12 to the Aggrieved Employees as the **“PAGA Payment.”**

13 24. PAGA Period. **“PAGA Period”** means the period from March 30, 2022 through the
14 earlier of: (1) the date the Court grants preliminary approval of the class settlement or (2) May 31,
15 2024.

16 25. **“PAGA Pay Period”** means any pay period during which an Aggrieved Employee
17 worked for Defendant for at least one day during the PAGA Period.

18 26. Parties. **“Parties”** means Defendant and the Named Plaintiff, individually and on
19 behalf of all Class Members and Aggrieved Employees. Each of the Parties may be referred to in
20 the singular as a **“Party.”**

21 27. Participating Class Member. **“Participating Class Member”** means each Class
22 Member who has not timely opted out of the Settlement pursuant to this Agreement, and
23 **“Settlement Class”** means a class of all Participating Class Members.

24 28. Preliminary Approval Order. **“Preliminary Approval Order”** means an order from
25 the Court preliminarily approving this Settlement.

26 29. Released Parties. **“Released Parties”** means and includes TSC Auto ID Technology
27 America, Inc. and its respective current and former parents, predecessors or successors, holding
28 companies, affiliated companies or entities (including Printronix Auto ID Technology, Inc.),

owners, investors, shareholders, members, partners, officers, directors, managers, employees, and agents, attorneys, insurers, and representatives.

30. Released Claims. “**Released Claims**” means, for the duration of the Class Period, any and all claims against Defendant and the other Released Parties that arise from the facts, matters, transactions or occurrences alleged in the Action or that could have been alleged in the Action based on such facts. Without limiting the foregoing, and in addition to the foregoing, the Released Claims include claims based on the alleged failure to pay minimum wages including, but not limited to, pre and post shift work and off-the-clock work; failure to pay all overtime compensation; failure to provide paid sick leave; failure to provide compliant meal periods and rest breaks or premium payments in lieu of; failure to maintain accurate timekeeping and payroll records; failure to reimburse for necessary business expenses; failure to pay vacation wages; failure to pay all wages upon separation; failure to provide accurate itemized wage statements; failure to timely pay wages owed during employment; California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, 2699(a), 2699(f)(2), 2699.3, 2802; related violations of the applicable California Wage Orders; violations of all related or corresponding federal laws; and violations of California Business and Professions Code section 17200, *et seq.* in connection with the alleged Labor Code violations alleged (or that could be alleged based on the facts pled) in the Action.

31. Settlement Administration Costs. “**Settlement Administration Costs**” means the costs of settlement administration, including costs of notice to Class Members, distributing settlement payments, and any other fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement.

32. Settlement Administrator. “**Settlement Administrator**” means CPT Group, Inc. or such other third-party administrator chosen by the Parties and approved by the Court.

33. Settlement Hearing. “**Settlement Hearing**” means the hearing on the Final Hearing Date at which the Court will determine whether to fully and finally approve the fairness and reasonableness of this Agreement.

34. Workweek. “**Workweek**” means any week during which a Class Member was

1 employed by Defendant for at least one day, during the Class Period.

2 **RECITALS**

3 35. On March 30, 2023, the Named Plaintiff submitted a PAGA Notice to the LWDA.

4 36. On April 3, 2023, the Named Plaintiff filed a Class Action Complaint (the
5 “**Complaint**”) against Defendant in a case style *Vazquez, et al., v. TSC Auto ID Technology*
6 *America, Inc., et al.*, Orange County Superior Court Case No. 30-2023-01316485-CU-OE-CXC.
7 The Complaint alleges that Defendant violated various wage-and-hour laws and includes claims for:
8 (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide
9 meal periods; (4) failure to authorize and permit rest breaks; (5) failure to indemnify necessary
10 business expenses; (6) failure to timely pay final wages at termination; (7) failure to provide accurate
11 itemized wage statements; and (8) unfair business practices. On May 30, 2023, Defendant filed an
12 Answer to the Complaint denying all allegations.

13 37. On October 18, 2023, the Named Plaintiff filed a First Amended Complaint (“FAC”)
14 asserting, in addition to the claims alleged in the Complaint, claims for civil penalties pursuant to
15 PAGA, based on the same claims alleged in the Named Plaintiff’s PAGA Notice. On November
16 22, 2023, Defendant filed an Answer to the FAC denying all allegations.

17 38. Defendant denies that it engaged in any misconduct in connection with the wage-
18 and-hour practices associated with the Class Members (inclusive of the Aggrieved Employees).
19 Defendant further denies that it has any liability of any kind associated with the claims alleged in
20 the Action. Defendant contends that it has fully complied with both federal and state wage-and-
21 hour laws, and all other laws regulating its relationship with the Named Plaintiff, the Class
22 Members, and the Aggrieved Employees.

23 39. Class Counsel has investigated the facts relating to the Action. Settlement
24 discussions were conducted at arm’s-length, and the Settlement is the result of an informed and
25 detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks
26 associated with continued litigation. Based on the documents and records produced, as well as Class
27 Counsel’s own independent investigation and evaluation, Class Counsel believes that the Settlement
28 documented by this Settlement Agreement is fair, reasonable, and adequate, and is in the best

1 interest of the Class in light of all known facts and circumstances, including the risk of significant
2 delay and defenses asserted to the merits of the Action. While Defendant specifically denies any
3 liability in the Action, Defendant has agreed to enter into this Settlement to avoid the costs
4 associated with defending the Action.

5 **TERMS AND CONDITIONS**

6 NOW, THEREFORE, in consideration of the recitals listed above and the promises and
7 warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of
8 the consideration and undertakings set forth below, the Named Plaintiff, individually and on behalf
9 of the Class Members, Aggrieved Employees, and, to the extent permitted by law, the State of
10 California, and Defendant agree that the Action shall be and is finally and fully compromised and
11 settled on the following terms and conditions:

12 40. **Non-Admission Of Liability.** The Parties enter into this Agreement to resolve the
13 dispute that has arisen between them and to avoid the burden, expense and risk of continued
14 litigation. In entering into this Agreement, Defendant and the other Released Parties do not admit,
15 and specifically deny, that they have violated any federal, state, or local law; violated any regulations
16 or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
17 requirements; breached any contract; violated or breached any duty; engaged in any
18 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Class
19 or the Aggrieved Employees. Neither this Agreement, nor any of its terms or provisions, nor any
20 of the negotiations connected with it, shall be construed as an admission or concession by Defendant
21 or any of the other Released Parties of any such violations or failures to comply with any applicable
22 law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement
23 and its terms and provisions shall not be offered or received as evidence in any action or proceeding
24 to establish any liability or admission on the part of Defendant or to establish the existence of any
25 condition constituting a violation of, or non-compliance with, any federal, state, local or other
26 applicable law.

27 41. **Conditional Nature Of Settlement.** For settlement purposes *only*, the Parties agree
28 that (a) a class may be certified in the Action pursuant to California Code of Civil Procedure section

1 382, and (b) the Action may proceed as a PAGA representative action.

2 a. The Parties intend their settlement to be contingent upon the preliminary and
3 final approval of each and every term of this Agreement, without material modification. The Parties
4 and their respective counsel shall use their respective best efforts to obtain Court approval and
5 implement this Agreement in accordance with its terms. If the Court does not so approve this
6 Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are
7 unable to agree upon a resolution, the Parties intend this Agreement to become null and void, and
8 unenforceable, in which event the settlement terms set forth in this Agreement, including any
9 modifications made with the consent of the Parties, and any action taken or to be taken in connection
10 with this Agreement shall be terminated and shall become null and void and have no further force
11 or effect, and the class certified for settlement purposes pursuant to this Agreement will be
12 decertified for all purposes. In such an event, the Parties shall be jointly responsible for payment of
13 the Settlement Administrator's fees, if any, in an equal amount.

14 b. In the event the Court does not grant preliminary or final approval of the
15 Parties' settlement, or in the event that this Agreement shall terminate or the settlement embodied
16 in this Agreement does not become effective for any reason, the Agreement and all negotiations,
17 court orders, and proceedings relating to the Agreement shall be without prejudice to the rights of
18 the Named Plaintiff, Class Members, Aggrieved Employees, and Defendant, each of whom shall be
19 restored to their respective positions existing prior to the execution of this Agreement, and evidence
20 relating to the Agreement and all negotiations shall not be discoverable or admissible in the Action
21 or any other litigation. Defendant does not waive, and instead expressly reserves, its rights to
22 challenge the propriety of class certification and/or the Action proceeding on a representative basis
23 for any purpose should the Court not grant preliminary or final approval of the Parties' settlement.

24 42. Participating Class Members' Release Of Claims. Upon the funding of the Gross
25 Settlement Amount and the Employer's Taxes necessary to effectuate the Settlement to the
26 Settlement Administrator, the Named Plaintiff and all Participating Class Members shall be deemed
27 to have fully, finally, and forever released, settled, compromised, relinquished and discharged any
28 and all of the Released Parties from the Released Claims that arose during the Class Period.

1 a. This release by the Named Plaintiff and each Participating Class Member is
2 intended to settle any and all of the Released Claims that any of them may have against Defendant
3 or any of the Released Parties during the Class Period.

4 b. Because it is impossible or impracticable to have each Class Member execute
5 this Agreement, the Class Notice will advise all Class Members of the binding nature of the release
6 and such notice will have the same force and effect as if the Agreement were executed by each Class
7 Member. The Class Notice will be in English and Spanish.

8 43. Aggrieved Employees' Release of PAGA Claims. In exchange for the PAGA
9 Amount recited in this Agreement, the Named Plaintiff, as the representative for the State of
10 California and all Aggrieved Employees (to the maximum extent permitted by law), and on behalf
11 of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns
12 will, upon payment of the Gross Settlement Amount and the Employer's Taxes necessary to
13 effectuate the Settlement to the Settlement Administrator, forever completely release and discharge
14 Defendant and each of the Released Parties from the PAGA Claims that arose during the PAGA
15 Period. The Aggrieved Employees and the State of California will be deemed by operation of the
16 Final Order and Judgment to have agreed not to sue or otherwise make a claim against Defendant
17 and any of the Released Parties for the PAGA Claims that arose during the PAGA Period, to the
18 extent permissible by law.

19 44. Full Release By The Named Plaintiff. Upon payment of the Gross Settlement
20 Amount and the Employer's Taxes necessary to effectuate the settlement to the Settlement
21 Administrator, the Named Plaintiff fully releases and discharges Defendant and the other Released
22 Parties from the Released Claims and any other claims that the Named Plaintiff now has or claims
23 to have, or have ever had or claimed to have, against Defendant and the Released Parties. Without
24 limiting the generality of the foregoing, the Named Plaintiff specifically and expressly releases to
25 the maximum extent permitted by law any claims against Defendant and the Released Parties,
26 arising out of or relating to the Named Plaintiff's employment or the termination of her employment
27 with Defendant and any other Released Party. This general release by the Named Plaintiff includes
28 a waiver of the Named Plaintiff's rights under Civil Code section 1542, which provides: "A general

1 release does not extend to claims that the creditor or releasing party does not know or suspect to
2 exist in his or her favor at the time of executing the release and that, if known by him or her, would
3 have materially affected his or her settlement with the debtor or released party.”

4 45. No Prior Assignments. The Named Plaintiff represents and warrants that she has not
5 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber
6 to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights
7 released and discharged by this Agreement.

8 46. Settlement Payments And Calculation Of Claims. Subject to final Court approval
9 and the conditions specified in this Agreement, and in consideration of the mutual covenants and
10 promises set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount of
11 \$130,000.00. The Gross Settlement Amount includes payments to be made to Participating Class
12 Members, Class Counsel’s Attorneys’ Fees and Costs, an Enhancement Award to the Named
13 Plaintiff, the PAGA Amount, and Settlement Administration Fees and Costs. For the avoidance of
14 doubt, subject to the conditions set forth in this Agreement, Defendant shall not be required to pay
15 any amount over \$130,000.00 for this Settlement, apart from the employer’s share of applicable
16 taxes, which will be paid in addition to the Gross Settlement Amount.

17 47. Apportionment of Gross Settlement Amount. The Parties agree, subject to Court
18 approval and the conditions specified in this Agreement, that the Gross Settlement Amount shall be
19 apportioned as follows:

20 a. Class Counsel Attorneys’ Fees and Costs: At the final approval hearing,
21 Class Counsel will apply to the Court for an award of Attorneys’ Fees of no more than one-third
22 percent (33.33%) of the Gross Settlement Amount, which equals \$43,329.00. Class Counsel will
23 also apply to the Court for an award of actual costs incurred by Class Counsel not to exceed the
24 amount of \$2,500.00. These fees and costs are included in, and shall come from, the Gross
25 Settlement Amount. Class Counsel will be issued an IRS Form 1099 for any fees and costs awarded
26 by the Court pursuant to this Paragraph 47.a. Except as provided in this Paragraph 47.a, each Party
27 will bear its own attorneys’ fees, costs, and expenses incurred in the prosecution, defense, or
28 settlement of the Action. If the Court awards a lower amount of Attorneys’ Fees and Costs than the

1 amount requested, any amount not awarded will be part of the distribution to the Participating Class
2 Members as set forth in this Agreement and shall not be a reason to invalidate/terminate this
3 Agreement.

4 b. Settlement Administrator Costs: At the final approval hearing, Class Counsel
5 will apply to the Court for approval of Settlement Administration Costs not to exceed the amount
6 of \$7,000.00. These costs are included in, and shall come from, the Gross Settlement Amount. If
7 the actual amount of the Settlement Administration Costs is less than \$7,000.00, the difference
8 between \$7,000.00 and the actual Settlement Administration Costs shall be a part of the Net Class
9 Settlement Amount. If the Settlement Administration Costs exceed \$7,000.00 then such excess will
10 be paid solely from the Gross Settlement Amount and Defendant will not be responsible for paying
11 any additional funds in order to pay these additional costs.

12 c. Named Plaintiff Enhancement Award: At the final approval hearing, Class
13 Counsel will apply to the Court for an award of up to \$5,000.00 to be paid to the Named Plaintiff as
14 an Enhancement Award for her services, for assuming the risks associated with this litigation, and
15 for the time spent in assisting Class Counsel to litigate this Action. Defendant will not oppose such
16 application. The Enhancement Award is included in, and shall come from, the Gross Settlement
17 Amount. The Named Plaintiff will be issued an IRS Form 1099 for the Enhancement Award
18 approved by the Court pursuant to this Paragraph. The Enhancement Award payable to the Named
19 Plaintiff shall be in addition to any payment she may receive pursuant to Paragraph 47.f, below. If
20 the Court awards less than the amount requested, any amount not awarded will be part of the
21 distribution to the Participating Class Members as set forth in this Agreement and shall not be a
22 reason to invalidate/terminate this Agreement.

23 d. PAGA Amount: At the final approval hearing, Class Counsel will apply to
24 the Court for approval of the PAGA Amount of \$25,000.00 for claims for civil penalties asserted
25 under PAGA. Class Counsel will submit notice of this Settlement to the LWDA, as required by
26 Labor Code § 2699(l)(2). The Parties agree that 75% of the PAGA Amount (\$18,750.00) will be
27 paid to the LWDA as the “**LWDA Payment**,” and the remaining 25% (\$6,250.00) will be allocated
28 to the Aggrieved Employees as the “**PAGA Payment**.” The portion of the PAGA Payment

1 allocated to each of the Aggrieved Employees will be calculated using the same formula as set forth
2 in Paragraph 47.e, but will be limited to weeks worked during the PAGA Period. Any Class
3 Members who worked during the PAGA Period and who opt out of the Settlement will still be
4 considered Aggrieved Employees for purposes of this Paragraph 47.d and, therefore, will (i) receive
5 their portion of the PAGA Payment (the Individual PAGA Payment); and (ii) release all PAGA
6 Claims against the Released Parties.

7 e. Individual Settlement Payments. The Individual Settlement Payments shall
8 consist of: (i) each Participating Class Member's *pro rata* portion of the Net Class Settlement
9 Amount in relation to the total number of Workweeks worked during the Class Period (the
10 "**Participating Class Member Payment**"); and (ii) if applicable, each Aggrieved Employee's *pro*
11 *rata* portion of the PAGA Payment in relation to the total number of Pay Periods worked during the
12 PAGA Period (*i.e.*, the Individual PAGA Payment).

13 i) Participating Class Member Payment: After deducting the approved
14 amounts specified in Paragraphs 47.a-e above, each Participating Class Member will be entitled to
15 a *pro rata* portion of the remaining amount. Participating Class Member Payments will be
16 calculated from the Net Class Settlement Amount based on the respective number of weeks worked
17 by each Participating Class Member in a non-exempt position during the Class Period, rounded up.
18 Each Participating Class Member's share of the Net Class Settlement Amount will be calculated by
19 dividing the Participating Class Member's weeks worked in a non-exempt position by the total
20 number of weeks worked by all Class Members in a non-exempt position during the Class Period
21 and multiplying this figure by the Net Class Settlement Amount. The Class Notice will include the
22 number of weeks that the Class Member worked during the Class Period and the amount the Class
23 Member is estimated to receive under the terms of the Settlement.

24 ii) Individual PAGA Payment: For each Aggrieved Employee, the
25 Individual Settlement Payment will also include the Class Member's *pro rata* share of the PAGA
26 Payment, as set forth in Paragraph 47.e (the Individual PAGA Payment).

27 f. The Parties acknowledge and agree that the formula used to calculate the
28 Individual Settlement Payments (including the Participating Class Member Payments and Individual

PAGA Payments) does not mean that all of the elements of damages, restitutionary relief, and penalties alleged in the Action are not being taken into account. The above formula was devised as a practical and logistical method to simplify the participation process.

g. Participating Class Member Payments shall be distributed only to Participating Class Members. The portion of the Net Class Settlement Amount allocated to Class Members who opt out of the Settlement will be distributed to Participating Class Members on a *pro rata* basis based on the formula set forth in Paragraph 47.e. Individual PAGA Payments will be distributed to all Aggrieved Employees.

h. The Parties agree that under no circumstances shall Defendant be obligated to pay any amount under this Agreement to any Class Member other than Participating Class Members, with the exception of the Individual PAGA Payments which are not affected by a Class Member opting-out of the Settlement. In addition, the Parties agree that under no circumstances shall Defendant be obligated to pay more than the Gross Settlement Amount in full settlement of the Action, other than any applicable Employer Taxes.

48. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Agreement, including the Individual PAGA Payments made to Aggrieved Employees, will not be utilized to calculate any additional benefits under any benefit plans to which any Participating Class Member or Aggrieved Employees may be eligible for, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts which any Participating Class Member or Aggrieved Employee may be entitled to under any benefit plans.

49. Taxation Of Settlement Proceeds. All settlement payments paid to Participating Class Members, Aggrieved Employees, and the Named Plaintiff, will be paid in a net amount after applicable state and federal tax withholdings, including payroll taxes, have been deducted.

a. The Participating Class Member Payments shall be reported as follows:
(i) 20% of the amount distributed to each Participating Class Member will be considered wages, and will be reported as such to each Participating Class Member on a W-2 Form; (ii) 40% of the amount

distributed to each Participating Class Member will be considered interest on the unpaid wages, and will be reported as such to each Participating Class Member on an IRS Form 1099; and (iii) 40% of the amount distributed to each Participating Class Member will be considered statutory penalties, and will be reported as such to each Participating Class Member on an IRS Form 1099. The PAGA Payments distributed to each Aggrieved Employee will be considered penalties and will be reported on an IRS Form 1099.

b. Prior to mailing the Individual Settlement Payments, the Settlement Administrator will calculate, withhold from the Individual Settlement Payment, and remit to applicable governmental agencies sufficient amounts as may be owed by Participating Class Members for required withholdings and taxes, including all payroll taxes. The Settlement Administrator will issue appropriate tax forms to each Participating Class Member and Aggrieved Employee consistent with the foregoing breakdown. The Parties understand that the Named Plaintiff, Participating Class Members, and Aggrieved Employees who receive an Individual Settlement Payment, including an Individual PAGA Payment, pursuant to this Agreement shall be solely responsible for any and all tax obligations associated with such receipt.

c. The Parties stipulate that the Settlement Fund (as defined under Paragraph 54) will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq.* of the federal income tax regulations. Furthermore, the Settlement Administrator is designated as the “**Administrator**” of the qualified settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations. Accordingly, all taxes imposed on the gross income of the Settlement Fund and any tax-related expenses arising from any income tax return or other reporting document that may be required by the Internal Revenue Service or any state or local taxing body will be paid from the Settlement Fund.

d. All Parties represent and acknowledge that nothing in this Agreement constitutes tax advice regarding the tax treatment of payments under federal, state, or local law. The Named Plaintiff, Participating Class Members, and Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement and Class Members shall not seek

1 any indemnification from the Parties or any of the Released Parties in this regard. In the event that
2 any taxing body determines that additional taxes are due from any Class Member or Aggrieved
3 Employee, including the Named Plaintiff, such Class Member or Aggrieved Employee assumes all
4 responsibility for the payment of such taxes.

5 50. Notice Procedure. Within 14 calendar days after entry of the Preliminary Approval
6 Order, Defendant will provide to the Settlement Administrator a list of Class Members that identifies
7 each Class Member by name, Social Security Number, and last known address; and specifies the
8 number of weeks worked by each Class Member in a non-exempt position during the Class Period
9 and the PAGA Period (the “**Class List**”). Defendant will provide the Class List in an Excel file or
10 other format reasonably acceptable to the Settlement Administrator. The Settlement Administrator
11 will keep the list confidential, except it shall be provided to Class Counsel upon request with Social
12 Security Numbers and address information redacted, and Class Counsel agrees to use such
13 information only for the purposes described in this Agreement.

14 a. Upon receipt of the Class List, the Settlement Administrator shall perform a
15 search based upon the National Change of Address Database to update and correct any known or
16 identifiable address changes. The Settlement Administrator shall exercise its best judgment to
17 determine the current mailing address for each Class Member. Within 14 calendar days after receipt
18 of the Class List from Defendant, the Settlement Administrator will send the Class Notice to each
19 Class Member via First Class U.S. Mail. Receipt of the Class Notice shall be presumed as to each
20 and every Class Member whose Class Notice is not returned to the Settlement Administrator as
21 undeliverable within 14 calendar days after mailing.

22 b. The Settlement Administrator will re-mail any notice packet returned by the
23 United States Postal Service with a forwarding address on or before the expiration of the Notice
24 Period. It shall be conclusively presumed that those Class Members whose re-mailed Class Notice
25 is not returned to the Settlement Administrator as undeliverable within 14 calendar days after re-
26 mailing received the Class Notice. Class Members who receive a re-mailed Class Notice shall have
27 either 45 days from the original mailing or 15 days from the re-mailing, whichever is later, to object,
28 opt out, or dispute the workweeks attributed to him or her.

1 c. The Settlement Administrator will use the appropriate skip tracing and
2 National Change of Address searches to increase the likelihood of delivery of the Class Notice to
3 Class Members, and to re-mail the notice packets returned by the Postal Service without a
4 forwarding address upon locating new or alternate addresses after a reasonable search.

5 d. Class Counsel will provide to the Court, in connection with seeking final
6 approval of the Settlement, a declaration from the Settlement Administrator confirming that the
7 Class Notice was mailed to all Class Members as required by this Agreement.

8 51. Dispute Procedure. The Class Notice will include a procedure by which a Class
9 Member may dispute the number of workweeks allocated to the Class Member by submitting a
10 written dispute sent via U.S. Mail to the Settlement Administrator postmarked no later than the
11 expiration of the Notice Period (“**Workweek Dispute**”). To be valid, a Workweek Dispute must
12 contain the following: (i) the Class Member’s full name, current address, and signature; (ii) the
13 Action name and case number; (iii) the number of workweeks the Class Member maintains is
14 correct; and (iv) documentary evidence sufficient to prove that Defendant’s calculation of the
15 workweeks for the Class Member is incorrect, if any. Upon receipt of notice of a Workweek
16 Dispute, the Settlement Administrator shall promptly serve Defendant’s counsel with a copy of the
17 Workweek Dispute and any accompanying papers. Defendant’s counsel will inform Class Counsel
18 of any such dispute. No Workweek Dispute shall be effective or considered for any purpose unless
19 it is timely mailed by U.S. mail to and received by the Settlement Administrator as provided above.
20 Defendant shall have the right to respond to the Workweek Dispute by any Class Member. The
21 Settlement Administrator will resolve the Workweek Dispute and make a final and binding
22 determination without hearing or right of appeal. The Settlement Administrator’s determination
23 will be subject to review by the Court at the time of the Final Approval Hearing so long as the
24 Participating Class Member submits an objection to the Settlement Administrator’s determination
25 at or before the Final Approval Hearing.

26 a. Within 14 calendar days after the close of the Notice Period, the Settlement
27 Administrator will provide Class Counsel and Defendant’s counsel with a report listing the amount
28 of all Individual Settlement Payments, including Individual PAGA Payments, to be made to the

1 Participating Class Members and the Aggrieved Employees. The report to Class Counsel will not
2 include the names or contact information of Participating Class Members and Aggrieved
3 Employees.

4 52. Opt-Out Procedure. Unless a Class Member timely opts out of the settlement
5 described in this Agreement, the Class Member will be bound by the terms and conditions of this
6 Agreement, including the release of the Released Claims that arose during the Class Period. A Class
7 Member will not be entitled to opt out of the settlement established by this Agreement unless the
8 Class Member submits a valid opt-out request (“**Opt-Out Request**”). A valid Opt-Out Request
9 must: (i) contain the Class Member’s full name, current address, and signature; (ii) the Action name
10 and case number; (iii) a written request clearly expressing the Class Member’s desire to be excluded
11 from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked on or before the
12 expiration of the Notice Period. Any Class Members who worked during the PAGA Period and
13 who opt out of the Settlement will still be considered Aggrieved Employees for purposes of this
14 Agreement.

15 a. Upon receipt of any Opt-Out Request within the Notice Period, the
16 Settlement Administrator shall review the Opt-Out Request to confirm that it complies with the opt-
17 out requirements of this Agreement.

18 b. Any Class Member who fails to submit a timely, complete, and valid Opt-
19 Out Request will be barred from opting out of this Agreement or the settlement, unless otherwise
20 ordered by the Court. If the Settlement Administrator receives a timely Opt-Out Request that is
21 incomplete, it will make reasonable attempts to contact the Class Member to cure the defect. The
22 Settlement Administrator will not consider any Opt-Out Request postmarked after the end of the
23 Notice Period, but will report its receipt of any such requests to Class Counsel and Defendant’s
24 counsel. It shall be presumed that if an Opt-Out Request is not postmarked on or before the end of
25 the Notice Period, the Class Member did not make the request in a timely manner. A declaration
26 submitted by any Class Member attesting to the mailing of an Opt-Out Request on or before the
27 expiration of the Notice Period shall be insufficient to overcome the conclusive presumption that
28 the Opt-Out Request was untimely. Under no circumstances shall the Settlement Administrator

1 have the authority to extend the deadline for Class Members to submit a request to opt out of the
2 settlement without the Parties' joint written consent.

3 c. At the close of the Notice Period, the Settlement Administrator shall report
4 the names of all individuals who opted out of the Agreement to the Parties and include this
5 information in a declaration regarding the distribution of the notice that will be provided in support
6 of Plaintiff's motion for final approval.

7 d. If 5% or more Class Members timely opt out of the settlement, Defendant
8 will have the sole and absolute discretion to withdraw from this Agreement within ten (10) calendar
9 days after Defendant receives notice of the number of opt outs. Defendant will provide written
10 notice to Class Counsel if it intends to withdraw from this Agreement. In the event that Defendant
11 elects to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement
12 for failure to satisfy a condition of settlement, and the Agreement shall become null and void and
13 have no further force or effect, and the class certified pursuant to this Agreement will be decertified
14 for all purposes. If Defendant chooses to terminate this Settlement Agreement under this provision,
15 it shall be responsible for paying the Settlement Administrator's fees and costs. If the Settlement
16 Agreement is terminated for any other reason, including the Court's failure to grant final approval
17 of the Parties' settlement, then Class Counsel and Defendant will be jointly responsible for the
18 Settlement Administrator's fees and costs.

19 53. Objections To Settlement. Any Class Member may object to the Settlement. Any
20 written objection must be mailed to the Settlement Administrator (who shall promptly provide a
21 copy to Class Counsel and counsel for Defendant) by the close of the Notice Period. Class Counsel
22 will ensure that any written objections get filed with the Court concurrently with the final approval
23 documents by having it attached to the Settlement Administrator's declaration. Class Members who
24 have not objected in writing may still appear and be heard at the Settlement Hearing.

25 a. Written objections to the Settlement must contain at least the following:
26 (i) the objecting Class Member's full name, current address, and signature; (ii) a clear reference to
27 the Action; (iii) a statement of the specific reasons why the objector believes the Settlement is unfair
28 or objects to the Settlement; and (iv) a statement of whether the objector intends to appear at the

1 final approval hearing, either in person or through counsel and, if through counsel, a statement
2 identifying that counsel by name, bar number, address, and telephone number. All objections shall
3 be signed by the objecting Class Member or the Class Member's legally-authorized representative.

4 b. Class Counsel or Defendant's counsel may, up to five (5) court days before
5 the Final Hearing Date, file responses to any written objections submitted to the Court.

6 c. Unless they opt out of the Settlement as specified in Paragraph 52, Class
7 Members who object to the proposed settlement or the Agreement will remain Participating Class
8 Members, and shall be deemed to have voluntarily waived their right to pursue an independent
9 remedy against Defendant and the other Released Parties. To the extent any Participating Class
10 Member objects to the proposed settlement or Agreement and such objection is overruled in whole
11 or in part, such individuals will be bound by the Court's Final Order and Judgment.

12 d. In the event that any person objects to or opposes this proposed settlement or
13 the Agreement, or attempts to intervene in or otherwise enter the Action, the Parties and Class
14 Counsel will use their best efforts to defend the Settlement.

15 e. A Class Member cannot both opt out and object to the Settlement. If a Class
16 Member both objects and opts out of the Settlement, the opt-out will control and the objection will
17 be deemed invalid.

18 54. Funding And Distribution Of Settlement.

19 a. Within ten (10) calendar days of the close of the Notice Period, the Settlement
20 Administrator will provide a draft declaration to Class Counsel and Defendant's counsel setting
21 forth the number of Participating Class Members and Aggrieved Employees; the identity of those
22 individuals who opted out of the Settlement; the total amount payable to all Participating Class
23 Members and Aggrieved Employees; and the total PAGA Amount, Attorneys' Fees and Costs,
24 Enhancement Award, Settlement Administration Costs, Net Class Settlement Amount, and the
25 appropriate applicable employer's taxes for any portion of the Individual Settlement Payments
26 designated as wages.

27 b. On the Effective Date, Defendant shall remit to the Settlement Administrator:
28 (i) the Gross Settlement Amount of \$130,000.00, and (ii) the employer's taxes for any portion of

1 the Individual Settlement Payments designated as wages (collectively, the “**Settlement Fund**”).
2 The delivery by Defendant of the Settlement Fund to the Settlement Administrator will constitute
3 the full and complete discharge of the entire obligation of Defendant under this Agreement, unless
4 anything reasonably further is requested by the Settlement Administrator to ensure timely and proper
5 disbursement. No Released Party will have any further obligation or liability to the Named Plaintiff,
6 Participating Class Members, Aggrieved Employees, or Class Counsel under this Agreement, in
7 connection with the claims released under this Agreement, regardless of whether the Named
8 Plaintiff, Participating Class Members, Aggrieved Employees, or Class Counsel receive the
9 payments from the Settlement Administrator set forth in this Agreement.

10 c. The distribution of Individual Settlement Payments to Participating Class
11 Members and Aggrieved Employees will occur no later than ten (10) calendar days after receipt of
12 the Settlement Fund from Defendant (“**Settlement Proceeds Distribution Deadline**”). The
13 Settlement Administrator shall be deemed to have timely distributed Individual Settlement
14 Payments, including the Individual PAGA Payments, if it places in the mail the Individual
15 Settlement Payments for all Participating Class Members and the Individual PAGA Payments for
16 all Aggrieved Employees by the Settlement Proceeds Distribution Deadline. No person will have
17 any claim against the Settlement Administrator, Defendant, Class Counsel, Defendant’s counsel, or
18 any other agent designated by the Named Plaintiff or Class Counsel based upon the distribution of
19 Individual Settlement Payments made substantially in accordance with this Agreement or further
20 orders of the Court.

21 d. The distribution of the LWDA Payment, Attorneys’ Fees and Costs, and the
22 Enhancement Award shall occur no later than ten (10) calendar days after the Settlement
23 Administrator receives the Settlement Fund from Defendant.

24 e. If a Participating Class Member’s or Aggrieved Employee’s check is returned
25 to the Settlement Administrator, the Settlement Administrator will make reasonable efforts to re-
26 mail it to the Participating Class Member or Aggrieved Employee at the correct address. It is
27 expressly understood and agreed that the checks for the Individual Settlement Payments, including
28 the Individual PAGA Payments, will become void and no longer available if not cashed within 180

1 calendar days after mailing. The funds from uncashed and voided checks will be distributed to the
2 CASA of Orange County.

3 f. Defendant will not be obligated to make any payments contemplated by this
4 Agreement unless and until the Court enters the Final Order and Judgment, and after the Effective
5 Date of the Agreement.

6 g. Within sixty (60) calendar days of the Settlement Proceeds Distribution
7 Deadline, the Settlement Administrator will provide written certification of completion of settlement
8 administration to Class Counsel and to Defendants' Counsel.

9 55. Binding Effect Of Agreement On Class Members. Subject to final Court approval
10 and the occurrence of the Effective Date, and unless otherwise provided in this Agreement, all
11 Participating Class Members will be bound by this Agreement.

12 56. Binding Effect Of Agreement On Aggrieved Employees And State Of California.
13 The Aggrieved Employees and the State of California, to the maximum extent permitted by law,
14 shall be deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise
15 make a claim against Defendant or any of the Released Parties for any of the PAGA Claims and to
16 be bound by the release of the PAGA Released Claims as set forth in this Agreement.

17 57. Provisional Approval Of Settlement. The Named Plaintiff will file a motion in the
18 Action requesting that the Court preliminarily approve the Settlement shortly after complete
19 execution of this Agreement. Defendant will not oppose Class Counsel's motion for preliminary
20 approval of the settlement so long as the motion and supporting papers are consistent with the terms
21 of this Agreement. Class Counsel will provide Defendant's counsel with a reasonable opportunity
22 to review, and provide comments to, the motion for preliminary approval of the settlement before
23 the motion and supporting papers are filed with the Court. Notwithstanding the foregoing,
24 Defendant may, without opposing the preliminary approval motion, advise the Court if Defendant
25 disagrees with any of the factual statements included by the Named Plaintiff in the motion and
26 supporting papers. Defendant's counsel will meet and confer with Class Counsel regarding any
27 disputed factual statements before notifying the Court of any disputes.

28 58. Non-Interference With Claims Procedure. The Parties and their counsel agree that

1 they will not advise, solicit, or otherwise encourage any Class Members to submit requests for
2 exclusion or objections to the settlement or to appeal from the Final Order and Judgment.

3 59. Final Order And Judgment. The Named Plaintiff will request that the Court enter,
4 after the hearing finally approving this Agreement, a Final Order and Judgment. The Named
5 Plaintiff will request that the Final Order and Judgment certify the Participating Class; find that this
6 Agreement is fair, just, equitable, reasonable, adequate, and in the best interests of the Class and the
7 Aggrieved Employees; list the employees (if any) who opted-out of the settlement; order that the
8 Participating Class Members release the Released Parties from the Released Claims; order that the
9 Aggrieved Employees and the State of California release the Released Parties from the PAGA
10 Claims as set forth in this Agreement (to the maximum extent permitted by law); and require the
11 Parties to carry out the provisions of this Agreement.

12 60. Automatic Voiding Of Agreement If Settlement Not Finalized. If for any reason the
13 settlement set forth in this Agreement does not become final, the settlement will be null and void
14 and the orders, judgment, and dismissal to be entered pursuant to this Agreement shall be vacated,
15 and the Parties will be returned to the status quo prior to entering this Agreement with respect to the
16 Action, as if the Parties had never entered into this Agreement, and the class certified pursuant to
17 this Agreement will be decertified for all purposes. In addition, in such event, the Agreement and
18 all negotiations, court orders, and proceedings relating to this Agreement shall be without prejudice
19 to the rights of any and all parties to this Agreement, and evidence relating to the Agreement and all
20 negotiations shall not be admissible or discoverable in the Action or otherwise.

21 61. No Double Recovery. No person who has already released, assigned, or otherwise
22 forfeited the claims asserted in the Action will be considered a Class Member or be entitled to
23 recover under this Agreement.

24 62. No Publicity. The Named Plaintiff and Class Counsel agree that they shall not
25 publicize the filing of the Action, the Parties' settlement, this Agreement and its terms, or the
26 negotiations leading to this Agreement with anyone other than to the Court, Class Members, or those
27 individuals necessary to effectuate the terms of the Agreement. The prohibition set forth in this
28 Paragraph 62 includes, but is not limited to: (i) publication by the Named Plaintiff or Class Counsel

1 on any website (including, without limitation, publishing on any Twitter account, Facebook, other
2 social media, or blog, or business website) of the amount or terms of the settlement, with or without
3 identifying information; and (ii) the submission of information to Verdicts & Settlements or any
4 other publication that summarizes the results of jury verdicts and settlements.

5 a. Notwithstanding the foregoing, Class Counsel may respond to questions
6 received from, and discuss any aspect of this Agreement with the Class Members or their legal
7 representatives, the Settlement Administrator, the Court, and representatives of the LWDA.

8 b. Notwithstanding the foregoing, nothing in this Paragraph shall prohibit the
9 filing of information with the Court or the LWDA relating to the Settlement that is necessary to
10 effectuate this Agreement, or the online posting of documents relating to the Action by the
11 Settlement Administrator as permitted by this Agreement, including the Judgment entered by the
12 Court.

13 c. The Named Plaintiff and Class Counsel agree that all data and information
14 informally produced by Defendant in connection with the settlement of this Action will be
15 maintained in confidence, and will not be shared with any other persons or entities.

16 63. Invalidation Of Agreement For Failure To Satisfy Conditions. If the Court makes
17 material changes to the material terms or conditions of Paragraphs 1 through 62 of this Agreement
18 that are not agreed to by the Parties, either Party shall have the right to terminate this Agreement, in
19 which case Defendant would not be obligated to make any payments to any Class Member, to Class
20 Counsel, or to the Named Plaintiff. The Parties shall meet and confer in good faith before exercising
21 such right.

22 64. Modification In Writing. This Agreement may be altered, amended, modified or
23 waived, in whole or in part, only in a writing signed by all signatories to this Agreement. This
24 Agreement may not be amended, altered, modified or waived, in whole or in part, orally.

25 65. Ongoing Cooperation. The Named Plaintiff and Defendant will execute all
26 documents and perform all acts necessary and proper to effectuate the terms of this Agreement. In
27 the event the Parties are unable to reach an agreement on the form or content of any document
28 needed to implement the Settlement, or any supplemental provisions that may become necessary to

1 effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

2 66. Notices. All notices, requests, demands, and other communications required or
3 permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered
4 personally or by first class mail to the Settlement Administrator approved by the Court and the
5 undersigned persons at their respective addresses as set forth below:

6 **CLASS COUNSEL**

7 MOON LAW GROUP, PC
8 Kane Moon, Esq.
9 Stanley J. Park, Esq.
10 1055 W. Seventh St., Suite 1880
11 Los Angeles, California 90017
12 Telephone: (213) 232-3128

13 **COUNSEL FOR DEFENDANT**

14 RUTAN & TUCKER, LLP
15 Edson K. McClellan, Esq.
16 Kenne J. Zielinski, Esq.
17 Jonas Trevethan, Esq.
18 18575 Jamboree Road, 9th Floor
19 Irvine, California 92612
20 Telephone: (714) 641-5100

21 67. Binding On Successors. This Agreement will be binding upon and will inure to the
22 benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and
23 legal representatives.

24 68. Entire Agreement. This Agreement constitutes the full, complete, and entire
25 understanding, agreement, and arrangement between the Named Plaintiff, the Class Members, and
26 the Aggrieved Employees, on the one hand, and Defendant, on the other hand, with respect to the
27 settlement of the Action. This Agreement supersedes any and all prior oral or written
28 understandings, agreements, and arrangements between the Parties with respect to the settlement of
the Action. Except for those set forth expressly in this Agreement, there are no other agreements,
covenants, promises, representations or arrangements between the Parties with respect to the
settlement of the Action, the PAGA Claims, and the Released Claims against Defendant and the

1 Released Parties. The Parties explicitly recognize California Civil Code section 1625 and California
2 Code of Civil Procedure section 1856(a), which provide that a written agreement is to be construed
3 according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that
4 no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms
5 of this Agreement.

6 69. Execution In Counterparts. This Agreement may be signed in one or more
7 counterparts. All executed copies of this Settlement Agreement, and photocopies of the Agreement
8 (including DocuSign, facsimile and e-mail copies of the signature pages), shall have the same force
9 and effect and shall be as legally binding and enforceable as the original.

10 70. Captions. The captions, section numbers, and paragraph numbers in this Agreement
11 are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope
12 or intent of the provisions of this Agreement.

13 71. Governing Law. This Agreement shall be interpreted, construed, enforced, and
14 administered in accordance with the laws of the State of California, without regard to conflict of law
15 rules.

16 72. Reservation Of Jurisdiction. Notwithstanding the dismissal of the Action and entry
17 of the Final Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting and
18 enforcing the terms of this Agreement.

19 73. Mutual Preparation. The Parties have had the full opportunity to negotiate the terms
20 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
21 against one Party than another merely by virtue of the fact that it may have been prepared by counsel
22 for one of the Parties, it being recognized that, because of the arms-length negotiations between the
23 Parties, all Parties have contributed to the preparation of this Agreement.

24 74. Representation And Warranties. Class Counsel and the Named Plaintiff represent
25 and warrant to Defendant that they are not aware of any attorneys beyond those named as Class
26 Counsel who have claims for fees arising out of the Action or the Settlement contemplated by this
27 Agreement.

28 75. Authorization To Act. Each Party to this Agreement covenants and warrants that (a)

1 such Party has full power and authority to enter into and consummate all transactions contemplated
2 by this Agreement and have duly authorized the execution, delivery, and performance of this
3 Agreement; and (b) the person executing this Agreement for such Party has the full right, power,
4 and authority to enter into this Agreement on behalf of such Party, and the full right, power, and
5 authority to execute any and all necessary instruments in connection with the Settlement, and to
6 fully bind such Party to the terms and obligations of this Agreement.

7 76. Representation By Counsel. The Parties acknowledge that each of them has been
8 represented by their respective counsel throughout all negotiations that preceded the execution of
9 this Agreement, and that this Agreement has been executed with the consent and advice of their
10 respective counsel. Further, the Named Plaintiff and Class Counsel warrant and represent that there
11 are no liens on the Settlement Agreement, and that after entry by the Court of the Final Order and
12 Judgment, the Settlement Administrator may distribute funds to Participating Class Members,
13 Aggrieved Employees, Class Counsel, the LWDA, the Settlement Administrator, and the Named
14 Plaintiff as provided by this Agreement.

15 77. Representation By The Named Plaintiff. The Named Plaintiff agrees not to request
16 to be excluded from the Class and not to object to any terms of this Agreement. Any such request
17 by the Named Plaintiff for exclusion or objection shall be void and of no force or effect.

18 78. Additional Attorneys' Fees And Costs. No Participating Class Member, Aggrieved
19 Employee, or Class Counsel, or any other attorney acting for any Participating Class Member or
20 Aggrieved Employee may recover or seek to recover any amounts for fees, costs, or disbursements
21 arising from the Action or the Gross Settlement Amount from the Released Parties except as
22 expressly provided for in this Agreement.

23 79. No Reliance On Representations. The Parties have made such investigations of the
24 facts and the law pertaining to the matters described in this Agreement as they deem necessary, and
25 have not relied, and do not rely, on any statement, promise, or representation of fact or law, made
26 by any other Party, or any of their agents, employees, attorneys, or representatives, with regard to
27 any of their rights or asserted rights, or with regard to the advisability of making and executing this
28 Agreement, or with respect to any such matters. No representations, warranties, or inducements

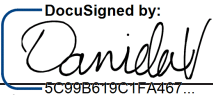
1 have been made to any Party concerning this Agreement.

2 80. No Collateral Attack. This Agreement will not be subject to collateral attack by any
3 Class Member or any recipient of the Class Notice after the Final Order and Judgment. Such
4 prohibited collateral attacks shall include but not be limited to claims that the Class Member failed
5 for any reason to receive timely notice of the procedure for disputing the calculation of their
6 Individual Settlement Payment, or for opting out of the Settlement.

7 IT IS SO AGREED:

9 PLAINTIFF DANIELA VASQUEZ

10 Dated: 3/13/2024
11 _____

By: 
12 Daniela Vasquez
13 Named Plaintiff

14 Dated: _____

DEFENDANT TSC AUTO ID TECHNOLOGY
AMERICA, INC.

15 By: _____

16 Title: _____

17 APPROVED AS TO FORM ONLY AND AGREE TO BE
18 BOUND BY PARAGRAPH 62:

19 Dated: March 13, 2024
20 _____

MOON LAW GROUP, PC

21 By: 
22 Stanley J. Park
23 Attorneys for Plaintiff

24 APPROVED AS TO FORM ONLY:

25 Dated: _____

RUTAN & TUCKER, LLP

26 By: _____
27 Kenneth J. Zielinski
28 Attorneys for Defendant

1 have been made to any Party concerning this Agreement.

2 80. No Collateral Attack. This Agreement will not be subject to collateral attack by any
3 Class Member or any recipient of the Class Notice after the Final Order and Judgment. Such
4 prohibited collateral attacks shall include but not be limited to claims that the Class Member failed
5 for any reason to receive timely notice of the procedure for disputing the calculation of their
6 Individual Settlement Payment, or for opting out of the Settlement.

7 IT IS SO AGREED:

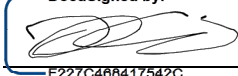
9 PLAINTIFF DANIELA VASQUEZ

10 Dated: _____

11 By: _____
12 Daniela Vasquez
13 Named Plaintiff

14 Dated: March 14, 2024

15 DEFENDANT TSC AUTO ID TECHNOLOGY
16 AMERICA, INC.

17 By:  _____
18 F227C468417542C...

19 Title: CEO

20 APPROVED AS TO FORM ONLY AND AGREE TO BE
21 BOUND BY PARAGRAPH 62:

22 Dated: _____

23 MOON LAW GROUP, PC

24 By: _____
25 Stanley J. Park
26 Attorneys for Plaintiff

27 APPROVED AS TO FORM ONLY:

28 Dated: March 18, 2024

RUTAN & TUCKER, LLP

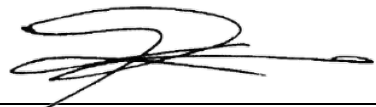
By:  _____
Kenneth J. Zielinski
Attorneys for Defendant

Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

DANIELA VAZQUEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

TSC AUTO ID TECHNOLOGY AMERICA,
INC., a Nevada corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No. 30-2023-01316485-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO:
HON. WILLIAM D. CLASTER; DEPT.: CX101

NOTICE OF PROPOSED CLASS ACTION
AND PAGA SETTLEMENT AND FINAL
FAIRNESS HEARING

YOU MAY BE ENTITLED TO BENEFITS FROM THIS SETTLEMENT. YOUR ESTIMATED CLASS MEMBER SETTLEMENT PAYMENT IS \$ [REDACTED] AND YOUR ESTIMATED PAGA SETTLEMENT PAYMENT IS \$ [REDACTED]. PLEASE CONTINUE READING TO LEARN HOW THIS SETTLEMENT AFFECTS YOUR RIGHTS.

Notice is hereby given that a proposed Settlement Agreement And Stipulation To Resolve Class Action And PAGA Claims (the “**Settlement**” or “**Settlement Agreement**”) has been reached between Plaintiff Daniela Vazquez (“**Plaintiff**”) and Defendant TSC Auto ID Technology America, Inc. (“**Defendant**”) in a case styled *Daniela Vazquez v. TSC Auto ID Technology America, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01316485-CU-OE-CXC (the “**Action**”).

The Action is a class action and PAGA representative action lawsuit. Plaintiff and Defendant have reached a settlement of the Action, and the Orange County Superior Court (the “**Court**”) has granted preliminary approval of the settlement.

The proposed Settlement will resolve all Released Claims made against Defendant and other Released Parties (defined below and in the Settlement Agreement) on behalf of all “**Class Members**” or the “**Class**,” defined as: all non-exempt, hourly-paid employees of Defendant employed in California at any time from April 3, 2019 through [THE EARLIER OF: (1) THE DATE THE COURT GRANTS PRELIMINARY APPROVAL OF THE SETTLEMENT OR (2) MAY 31, 2024] (the “**Class Period**”). If you satisfy this criteria, you are eligible to participate in the class action settlement.

The proposed Settlement will also resolve all PAGA Claims made against Defendant and other Released Parties on behalf of all “**Aggrieved Employees**,” defined as: all non-exempt, hourly-paid employees of Defendant employed in California at any time from March 30, 2022 through [THE EARLIER OF: (1) THE DATE THE COURT GRANTS PRELIMINARY APPROVAL OF THE SETTLEMENT OR (2) MAY 31, 2024] (the “**PAGA Period**”). Any Class Member who worked during the PAGA Period will be considered an Aggrieved Employee and therefore, regardless of how they respond to this Notice, all Aggrieved Employees will (i) receive their portion of the PAGA settlement payment; and (ii) release all PAGA Claims against the Released Parties as set forth in the Settlement Agreement.

A. PURPOSE OF THIS NOTICE

The Court has ordered that this Class Notice be sent to you because Defendant’s records reflect that you are a potential member of the Class, as defined above.

The purpose of this Notice is to: (a) provide a brief description of the Action; (b) inform you of the proposed Settlement; and (c) discuss your rights and options with respect to the Action and the Settlement.

B. DESCRIPTION OF THE ACTION

The Action was filed by Plaintiff on behalf of all non-exempt, hourly-paid employees who worked for Defendant in California during the Class Period. As alleged in the Action, Plaintiff claims that Class Members were wrongfully denied wages and overtime compensation, meal and rest breaks, accurate wage statements, and other rights guaranteed under the California Labor Code.

The Action asserts class allegations against Defendant for: (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages upon separation; (7) failure to provide accurate itemized wage statements; and (8) unfair business practices.

The Court has made no ruling on the merits of Plaintiff's claims or Defendant's defenses. The Court has, however, preliminarily approved the proposed Settlement between Plaintiff and Defendant. The Court will decide whether to give final approval to the Settlement at a hearing scheduled for [REDACTED], 2024, at [REDACTED] a.m., in Department CX101 of the Orange County Superior Court, located at Orange County Superior Court, Civil Complex Center, 751 W. Santa Ana Boulevard, Santa Ana, California 92701.

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C. YOUR OPTIONS

If you fit within the above description of the Class, you have several options. Your rights regarding each option, and the procedure you must follow to select each option, are explained below.

1. OPTION 1: Do Nothing and Remain a Member of the Class and Participate in the Class Settlement.

If you want to participate in the Settlement and receive a Participating Class Member Payment (defined below), DO NOT TAKE ANY ACTION. You will automatically be included in the Settlement and will receive a Participating Class Member Payment and your respective portion of the PAGA Payment (if eligible) as detailed below. If you move, make sure you contact the Settlement Administrator at the following address or phone number:

SETTLEMENT ADMINISTRATOR
[INSERT ADDRESS AND PHONE NUMBER]

YOUR ESTIMATED PARTICIPATING CLASS MEMBER PAYMENT IS \$ [REDACTED]. This amount is based on the number of workweeks during which you worked during the Class Period, based on the best information available, which is [REDACTED] workweeks. Your estimated share of the Net Class Settlement Amount was calculated by dividing the number of workweeks you worked in a non-exempt, hourly-paid position during the Class Period by the total number of workweeks worked by all Class Members during the Class Period for Defendant in California and multiplying this figure by the Net Class Settlement Amount (the Gross Settlement Amount of \$130,000 minus Class Counsel's attorneys' fees and costs, any enhancement payments to Plaintiff, the PAGA Amount, and settlement administration fees and costs).

If you believe the number of workweeks stated above is incorrect and you wish to challenge it, you must send the enclosed dispute form to the Settlement Administrator, stating what you believe is the correct number of workweeks, and providing any documents or other back-up you have for what you believe is the correct number. This form must be postmarked no later than [DATE]. You must also provide your full name, current address, signature, and the Action name and case number. The Parties will have the right to respond to any challenge by a Class Member. The Settlement Administrator will resolve the challenge and make a final and binding determination without hearing or right of appeal. The Settlement Administrator's determination will be subject to review by the Court at the time of the final approval hearing. If you want confirmation that your correspondence has been received by the Settlement Administrator, you may send your letter by certified U.S. Mail with a return receipt request.

If you choose to participate in the Class Settlement, you will be bound by all the terms set forth in the Class Settlement, including a full release of claims for the matters being settled in the Action.

2. OPTION 2: Opt Out of the Class and Receive Nothing Under the Class Settlement.

If you do not want to remain a member of the Class, you can request exclusion from the Class (i.e., "opt out"). In order to opt out of the Class and the Settlement, you must mail a written, signed request for exclusion to the Settlement Administrator at [INSERT SETTLEMENT ADMINISTRATOR'S ADDRESS], such that it is postmarked no later than [DATE]. This request for exclusion must contain the following information:

- (a) your printed full name (and any other names used while employed by Defendant), current address, and signature;
- (b) a clear reference to the Action; and
- (c) language indicating that you want to opt out of the Settlement (for example: "I want to opt out of the class action settlement described in the Class Notice I received.").

This request must be **signed** by you.

If you opt out of the Class, you will no longer be a member of the Class, you will be barred from participating in the class action portion of the Settlement, and you will not receive a Participating Class Member Payment. By opting out of the Class, you will retain whatever individual rights or claims you may have, if any, against Defendant, and you will be free to pursue them on an individual basis, if you choose to do so.

If you opt-out of the Settlement, and you are an Aggrieved Employee, you will still receive a payment representing PAGA penalties as an Aggrieved Employee, in which case you would still be bound by the PAGA portion of the Settlement.

3. OPTION 3: Object to the Settlement.

If you are a Class Member who does not opt out of the Class, you may object to the Settlement, personally or through an attorney, by submitting your objection to the Settlement Administrator, at **[INSERT SETTLEMENT ADMINISTRATOR'S ADDRESS]**. Your objection **must be signed** and must include the following:

- (a) your printed full name (and any other names used while employed by Defendant), address, and signature;
- (b) a clear reference to the Action;
- (c) language clearly explaining why you believe the Settlement is unfair or why you are objecting to it; and
- (d) a statement whether you intend to appear at the final approval hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address and telephone number.

All written objections must be postmarked on or before **[DATE]**. Failure to submit a written objection does not waive any Class Member's right to appear at the Final Fairness Hearing to object orally to the Settlement. If you object to the Settlement and if the Court approves the Settlement as set forth in the Settlement Agreement, you will be bound by the terms of the Settlement in the same way as a Class Member who does not object.

D. SUMMARY OF TERMS OF SETTLEMENT

The principal terms of the Settlement reached between Plaintiff and Defendant are summarized below.

1. Settlement Terms

The Settlement provides that (a) Defendant will pay \$130,000 (the "**Gross Settlement Amount**") to resolve all claims asserted in the Action, including Plaintiff's enhancement award, Class Counsel's attorneys' fees and costs, and the costs of settlement administration, as described more fully below; and (b) Defendant will stipulate to the certification of the Class for settlement purposes only, conditioned upon the Court granting final approval of the Settlement.

- Attorneys' Fees and Costs. Class Counsel will apply to the Court for an award of attorneys' fees of no more than 33.33% of the Gross Settlement Amount, which will amount to \$43,329.00. In addition, Class Counsel will seek reimbursement of actual costs of no more than \$2,500, as well as settlement administration costs not to exceed the amount of \$7,000. The attorneys' fees and costs will be paid out of the Gross Settlement Amount.
- Named Plaintiff Enhancement Award. Plaintiff will request an enhancement award of \$5,000. The enhancement award will be paid out of the Gross Settlement Amount.
- PAGA Amount. Plaintiff will request a payment pursuant to the Private Attorneys General Act ("**PAGA**") of \$25,000.00, of which 75% (or \$18,750.00) will be paid to the Labor & Development Workforce Agency ("**LWDA**"), and 25% (or \$6,250.00) will be paid to Aggrieved Employees, as defined by the Settlement Agreement. This PAGA payment will be paid out of the Gross Settlement Amount.
- Payments To Participating Class Members. After the deductions from the Gross Settlement Amount, the remaining amount of approximately \$47,171.00 will be distributed to Participating Class Members on a *pro rata* basis based on each Class Member's workweeks worked as a non-exempt employee during the Class Period.
- Payments To Aggrieved Employees. Aggrieved Employees will also receive a *pro rata* portion of \$6,250.00 (the "**PAGA Payment**"), based on the formula set forth above, limited to pay periods

worked during the PAGA Period. The PAGA Payment represents penalties under the PAGA. Class Members who opt out of the Settlement and are Aggrieved Employees will still receive their portion of the PAGA Payment and will release all PAGA Claims against the Released Parties.

2. Settlement Payment To You

Section C of this Notice includes the estimated amount that you are entitled to receive under the Class Settlement. The individual settlement payments to Class Members will vary based on a number of factors, including the number of Class Members who participate. If you change your address, please notify the Settlement Administrator.

3. Taxes

For purposes of this Settlement, Participating Class Member Payments shall be reported as follows: (i) 20% of the amount distributed to each Participating Class Member will be considered wages, and will be reported as such to each Participating Class Member on a W-2 Form; (ii) 40% of the amount distributed to each Participating Class Member will be considered interest on the unpaid wages, and will be reported as such to each Participating Class Member on an IRS Form 1099; and (iii) 40% of the amount distributed to each Participating Class Member will be considered statutory penalties, and will be reported as such to each Participating Class Member on an IRS Form 1099. The PAGA Payments distributed to each Aggrieved Employee will be considered penalties and will be reported on an IRS Form 1099. Prior to mailing your Individual Settlement Payment, the Settlement Administrator will calculate and deduct from your Individual Settlement Payment an amount necessary to pay the required withholdings and taxes, including all payroll taxes. The Settlement Administrator will remit that money to the appropriate governmental agencies. The Settlement Administrator will also issue you appropriate tax forms, including an IRS Form 1099 and W-2 Form. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

4. Release

The Settlement provides that each Class Member who does not opt out of the Settlement fully releases and discharges Defendant and the Released Parties from, for the duration of the Class Period, any and all claims against Defendant and the other Released Parties that arise from the facts, matters, transactions or occurrences alleged in the Action or that could have been alleged in the Action based on such facts. Without limiting the foregoing, and in addition to the foregoing, the Released Claims include claims based on the alleged failure to pay minimum wages including, but not limited to, pre and post shift work and off-the-clock work; failure to pay all overtime compensation; failure to provide paid sick leave; failure to provide compliant meal periods and rest breaks or premium payments in lieu of; failure to maintain accurate timekeeping and payroll records; failure to reimburse for necessary business expenses; failure to pay vacation wages; failure to pay all wages upon separation; failure to provide accurate itemized wage statements; failure to timely pay wages owed during employment; California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, 2699(a), 2699(f)(2), 2699.3, 2802; related violations of the applicable California Wage Orders; violations of all related or corresponding federal laws; and violations of California Business and Professions Code section 17200, et seq. in connection with the alleged Labor Code violations alleged (or that could be alleged based on the facts pled) in the Action (the “**Released Claims**”).

Moreover, the Settlement provides that each Aggrieved Employee fully releases and discharges Defendant and the Released Parties from any and all claims against Defendant and the Released Parties for penalties under the PAGA that (a) arise from the facts, matters, transactions or occurrences alleged in the Action or that could have been alleged in the Action based on such facts; or (b) arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, in the PAGA Notice Letter sent by Class Counsel to the LWDA pursuant to Labor Code section 2699.3 on or about March 30, 2023, asserting that Defendant violated various provisions of the Labor Code. Without limiting the foregoing, and in addition to the foregoing, the PAGA Claims include claims premised on the alleged: failure to pay minimum wages including, but not limited to, pre and post shift work and off-the-clock work; failure to pay all overtime

compensation; failure to provide paid sick leave; failure to provide compliant meal periods and rest breaks or premium payments in lieu of; failure to maintain accurate timekeeping and payroll records; failure to reimburse for necessary business expenses; failure to pay vacation wages; failure to pay all wages upon separation; failure to provide accurate itemized wage statements; failure to timely pay wages owed during employment; California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, 2699(a), 2699(f)(2), 2699.3, 2802; allegations in the LWDA Notice and Action; and related violations of the applicable California Wage Orders (the “**PAGA Claims**”). The Aggrieved Employees and the State of California will be deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim against Defendant and any of the Released Parties for the PAGA Claims that arose during the PAGA Period, to the extent permissible by law.

The **Released Parties** includes TSC Auto ID Technology America, Inc. and its respective current and former parents, predecessors or successors, holding companies, affiliated companies or entities (including Printronix Auto ID Technology, Inc.), owners, investors, shareholders, members, partners, officers, directors, managers, employees, and agents, attorneys, insurers, and representatives.

Participating Class Members will be barred from prosecuting any and all Released Claims released pursuant to the Settlement Agreement against the Released Parties. A complete statement of the release of claims is contained in the Settlement Agreement and is binding on all Class Members who do not opt out of the Settlement. A copy of the Settlement Agreement may be obtained from the Settlement Administrator.

5. Conditions Of The Settlement

The Settlement is conditioned upon the Court entering an Order at or following the Final Fairness Hearing approving the Settlement as fair, reasonable, adequate, and in the best interests of the Class.

6. No Admission Of Liability

Defendant does not admit any wrongdoing or liability, and specifically denies any liability or wrongdoing. The proposed Settlement reflects a compromise of disputed claims and does not mean that Defendant violated any state wage-and-hour laws or is liable for any of the allegations made by Plaintiff.

E. FAIRNESS HEARING ON PROPOSED SETTLEMENT

You are not required to attend the Final Fairness Hearing or file an objection, although you may do both. The Final Fairness Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, costs of administration, the enhancement awards to Plaintiff, and Class Counsel’s request for attorneys’ fees and costs will be held on [REDACTED] at a.m., in Department CX101 of the Orange County Superior Court, located at Orange County Superior Court, Civil Complex Center, 751 W. Santa Ana Boulevard, Santa Ana, California 92701. The Final Fairness Hearing may be continued to another date without further notice. If you plan to attend the Final Fairness Hearing, you may contact Class Counsel to confirm the date and time. You may attend the Final Fairness Hearing remotely; instructions regarding remote appearances may be found at the following link: https://www.occourts.org/media-relations/covid/Civil_Unlimited_and_Complex_Appearance_Procedure_and_Information.pdf

Any Class Member who does not object in the manner provided above shall be deemed to have approved the Settlement and to have waived any objections, and shall be forever foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the plan of distribution, the payment of attorneys’ fees and costs, the administration process, the enhancement award to Plaintiff, or any other aspect of the Settlement. If the Settlement is not approved, the Action will continue to be prepared for class certification, trial, or other judicial resolution.

F. ADDITIONAL INFORMATION

This Class Notice only summarizes the Action, the Settlement, and related matters. You may inspect the Court files at the Orange County Superior Court, located at Orange County Superior Court, Civil Complex

Center, 751 W. Santa Ana Boulevard, Santa Ana, California 92701, from 8:00 a.m. to 4:00 p.m., Monday through Friday. Information about the Court's current COVID-19 protocols can be found on the Court's website: <https://www.occourts.org/index.html>. Alternatively, you can view the case records online at the court's website: <https://www.occourts.org/online-services/case-access/>. Click "Civil Case & Document Access", then click "Accept Terms". Follow the instructions for submitting the Case Number: 30-2023-01316485-CU-OE-CXC, the Year Filed: 2023. Then click "search" to view the case record.

Any questions regarding this Class Notice or the Action may be directed to the Settlement Administrator at [INSERT SETTLEMENT ADMINISTRATOR'S ADDRESS AND TELEPHONE NUMBER]. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact Class Counsel at the address and telephone number set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.