

Addendum to Settlement Agreement

This Addendum to the Settlement Agreement ("Addendum") between Plaintiff Iedia Hess ("Plaintiff" or "Hess") and Heilind Electronics, Inc. ("Heilind") is made and entered into by and among Hess and Heilind (collectively referred to as the "Parties"). The Parties hereby agree as follows:

Pursuant to the Court's Order dated September 19, 2024, the Parties are to submit a settlement agreement to the Court for the PAGA Dismissal. Given that the settlement agreement entered into by the Parties on or around August 20, 2024 is confidential in nature, the Parties enter into the following separate PAGA Dismissal Agreement, which shall be referred to as Exhibit A to the prior Settlement Agreement.

It is understood and voluntarily agreed that this Addendum does not affect the total consideration to be received under the Settlement Agreement and does not otherwise change the prior Settlement Agreement terms.

The Parties acknowledge that they have read this Addendum to the Settlement Agreement, understand its terms, have had the opportunity to consult with counsel regarding this Addendum to the Settlement Agreement. The Parties agree that this Addendum fully and accurately reflects the payment terms under the Settlement Agreement and that the Parties are not relying on any other representations whatsoever as an inducement to execute this Addendum.

The Parties also agree that this Addendum is incorporated by reference into the Settlement Agreement already entered into in this matter, as if fully set forth therein. The Parties further agree that facsimile, scanned, or electronic signatures shall have the same force and effect as original signatures and execute this Agreement as of the dates below.

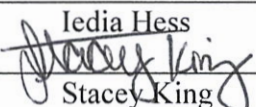
DATED: 09 / 24 / 2024	 _____ Iedia Hess
DATED: 10/1/24	 _____ Stacey King for Heilind Electronics, Inc.

EXHIBIT A

PAGA DISMISSAL AGREEMENT

This Agreement for Dismissal of Plaintiff's PAGA claim ("PAGA Agreement") is entered into by and between Plaintiff Iedia Hess ("Plaintiff" or "Hess") on the one hand and Heilind Electronics, Inc. ("Heilind") on the other. Hess and Heilind may collectively be referred to as the "Parties."

WHEREAS, on or about August 31, 2023, Hess filed a complaint in the United States District Court, Central District, Case No. 2:23-cv-07200-DMG-MAR, against Defendant asserting causes of action for the following: (1) Violation of FLSA - Failure to Pay Minimum Wage - 29 U.S.C. 206; (2) Violation of FLSA - Failure to Pay Overtime - 29 U.S.C. 207; (3) Failure to Pay Minimum Wage in Violation of Cal. Labor Code 1197, 1194.2, IWC Wage Orders; (4) Failure to Pay Overtime in Violation of Cal. Labor Code 510, 1194, IWC Wage Orders; (5) Failure to Pay Meal Premiums in Violation of Cal. Labor Code 226.7, IWC Work Order; (6) Failure to Provide Compliant Wage Statements in Violation of Cal. Labor Code 226, 226.3; (7) Breach of Contract; (8) Unfair Competition; and (9) PAGA Claim ("Lawsuit").

WHEREAS, Hess also sent a March 20, 2023, letter to Heilind and the LWDA, providing notice to the LWDA under PAGA for alleged violations of Labor Code provisions 226, 226.3, 226.7, 510, 512, 1194, 1197, 1197.1, 1198, 1199, 2699, and the applicable Wage Order.

WHEREAS, trial is presently set in the Lawsuit for February 25, 2025.

WHEREAS, Heilind denies each and every allegation made by Hess.

WHEREAS, Plaintiff no longer desires to pursue a representative PAGA claims on behalf of other individuals at Heilind.

WHEREAS, the purpose of this Agreement is to settle completely and cause the release, compromise and discharge of Heilind, and all persons and entities being released herein, from every claim and/or cause of action that Hess had or may have against Heilind and all persons and entities being released herein, as well as every other claim that Hess has or could assert against Heilind and all persons and entities being released herein arising out of her employment and/or separation from employment with Heilind, including but not limited to, Hess's individual PAGA claim.

NOW THEREFORE, in consideration of the facts set forth in the recitals listed above, the covenants and promises in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. **SETTLEMENT PAYMENT/CONSIDERATION.** In consideration for Hess's agreement to settle, dismiss her representative PAGA claim and release her right to bring a representative claim under the PAGA, Heilind agrees to waive any right it has to seek costs against Hess as a result of her PAGA claim. Hess agrees not to seek any further compensation for any other claimed penalties, costs or attorneys' fees in connection with the matters encompassed in this PAGA Agreement.

2. **EFFECTIVE DATE.** The Effective Date of this PAGA Agreement is the date that the Court approves the PAGA Agreement and Issues an order dismissing Plaintiff's individual PAGA claim, with prejudice, and Plaintiff's PAGA claim as to other "aggrieved employees" without prejudice.

3. **PAGA RELEASES.** Hess hereby releases and forever discharges Heilind and each of its affiliates, parents, divisions, owners, subsidiaries, related entities, successors, predecessors and business concerns, past and present, and each of them, as well as each of its partners, trustees, members, managers, directors, officers, agents, attorneys assigns, servants and employees, Insurers, past and present, and each of them (collectively referred to as "Releasees") from any and all causes of action, lawsuits, proceedings, complaints, charges, debts, contracts, judgments, damages, claims, and claims for attorneys' fees against the Releasees, whether known or unknown, which Hess ever had, now has or which Hess or her spouse, heirs, executors, administrators, successors, representatives or assigns may have or claim to have prior to the Effective Date of this PAGA Agreement, due to any matter whatsoever relating to Hess's employment, compensation, and benefits of her employment with Heilind or any of the Released Parties, and which could form the basis for a claim under the PAGA (collectively, the "Released Claims").

Plaintiff hereby agrees that all rights under section 1542 of the Civil Code of the State of California are waived. Section 1542 provides as follows:

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

This PAGA Agreement shall not be deemed to release any claims to enforce either of the Party's obligations under this PAGA Agreement; any claims that may arise after the Effective Date of this PAGA Agreement; or any claim that by law may not be released by private agreement. Nothing in this PAGA Agreement shall affect any state or federal government agents' rights and responsibilities to enforce the Fair Employment & Housing Act, California Labor Code, or any other applicable law, nor shall anything in this PAGA Agreement be constructed as a basis for interfering with Hess's protected right to file a timely charge with, or participate in an investigation or proceeding conducted by, the California Civil Rights Department (CRD), the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB) or any other state, federal entity; provided, however, if the CRD or any other state, federal or government entity commences an investigation on Hess's behalf pertaining to the claims asserted in the Lawsuit, Hess specifically waives and releases her right, if any, to recover any monetary or non-monetary benefits of any sort whatsoever arising from such an investigation or otherwise and from any such administrative charge or complaint with any government agency other than the NLRB. Nothing in the above provisions is intended to prohibit Hess's exercise of her rights under Section 7 of the NLRA.

4. **PAGA COVENANT NOT TO SUE.** Hess, to the maximum extent permitted by law, shall not hereafter institute, nor participate in (unless required to do so by law)

any action, suit, or legal proceedings (including but not limited to the pending action entitled *Iedia Hess v. Heilind Electronics, Inc.*, United States District Court, Central District of California, Case No. CV-23-07200-DMG (MARx), based upon, arising out of, or relating to any Released Claims (including, but not limited to, any action under PAGA), before any courts, governmental or administrative agency, or private arbitration or other agency or forum and Hess agrees that this PAGA Agreement may be pleaded and used by Releasees as a full and complete defense and bar to any such action, proceeding, or suit.

5. **NO ADMISSION.** Hess agrees that this PAGA Agreement shall not be construed as an admission by Heilind that it has violated any statute, law or regulation, breached any contract or agreement, or engaged in any improper conduct.

The Parties acknowledge that each has had the opportunity to consult with an attorney of her/its choice to explain the terms of this PAGA Agreement and the consequences of signing it

IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this PAGA Agreement as of the date set forth below.

AGREED AND UNDERSTOOD.

DATED: September 24, 2024

By: 
IEDIA HESS

DATED: September __, 2024

By: _____
Stacey King
for Heilind Electronics, Inc.