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Data Technology Printed Circuits, LLC
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

JOHNNY PEREZ, individually, and on behalf
of all other aggrieved employees,

PLAINTIFF,

v.

ADDITIVE CIRCUITS TECHNOLOGIES
LLC, a Delaware limited liability company;
DATA TECHNOLOGY PRINTED CIRCUITS,
LLC, a California limited liability company;
WINONICS LLC d/b/a Bench 2 Bench
Technologies, a California limited liability
company; and DOES 1 through 50, inclusive,

DEFENDANTS.

Case No.: 23STCV14982

**STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Date Action Filed: June 27, 2023
Trial Date: None Set

This Stipulation and Agreement for PAGA Representative Action Settlement (the “Agreement”) is made and entered into by and between Plaintiff Johnny Perez (“Plaintiff”), and Defendant Additive Circuits Technologies LLC, a Delaware limited liability company (“Defendant” or “Additive Circuits”). This Agreement is made in compromise of disputed claims. The Parties agree that the above-entitled representative action shall be settled on the terms and conditions set forth in this Agreement, subject to the approval of the Court pursuant to Section 2699(l) of the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* (“PAGA”).

DEFINITIONS

In addition to the definitions assigned to terms elsewhere herein, the following terms have the meanings assigned to them below wherever they appear herein:

1. “**Action**” means and refers to the above-captioned action, *Johnny Perez v. Additive Circuits Technologies LLC, et al.*, Case No. 23STCV14982, which is currently pending in the Los Angeles County Superior Court, Stanley Mosk Courthouse.

2. “**Aggrieved Employees**” means all non-exempt employees who were employed or were alleged to have been employed by Additive Circuits Technologies LLC, in the State of California, at any time from April 21, 2022 through July 22, 2024.

3. The terms “**Agreement**,” “**Settlement**,” and “**Settlement Agreement**” mean this Stipulation and Agreement for PAGA Representative Action Settlement, which the Parties acknowledge sets forth all material terms and conditions of the Settlement between them relating to the subject matter hereof, and which is subject to Court approval pursuant to Section 2699(l) of the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

4. “**Court**” means the Superior Court of the State of California in and for the County of Los Angeles.

5. “**Defendant**” means Additive Circuits Technologies LLC.

6. “**Effective Date**” means the date when all of the following have occurred:

a) This Agreement has been signed by the parties hereto, PAGA Counsel, and Defendants’

Counsel;

b) The Court has unconditionally and finally approved the Settlement;

c) The Court has entered and filed the Final Order and Judgment in accordance with the terms herein;

d) Defendants Data Technology Printed Circuits, LLC and Winonics, LLC are dismissed without prejudice; and

e) The time for all appeals (including petitions for review) concerning the Settlement have lapsed, or if an appeal is timely filed, until such time said appeal or request for review (and any related court proceeding) has been resolved in favor of and approving the Settlement. If no objection to the Settlement is filed (and the other conditions set forth in this definition have occurred), the Effective Date shall occur sixty-five (65) calendar days after the date the Court grants final approval to the Settlement. If there are objections or any pending legal challenges to the Settlement, no amounts will be payable until all appeals or other pending challenges have lapsed or have been favorably resolved in favor of the Settlement and no other appeal, writ or other appellate court review is possible.

7. **“Final Order and Judgment”** means the order granting approval of the Settlement and entering Judgment entered by the Court, in a form substantially the same as that attached to this Agreement as **Exhibit A**.

8. **“Generally Released Claims”** means any and all claims, actions, causes of action, rights, demands, debts, obligations, damages, accountings, or any other matters of whatever nature, known or unknown, which the releasing party may have arising out of or relating to any of the matters, acts or omissions described or referred to in the Action, or in any way arising from or relating to the prior relationship, involvement, or contact between the Parties as of the date of the Parties signing this Agreement, whether referred to in the Action or not. By way of example, the Generally Released Claims includes any claims or causes of actions arising out of or related in any way to the releasing party’s prior relationships and interactions with the Released Parties, including,

1 without limitation, any claims (whether state, federal, or administrative) for compensation, salaries,
2 wages, bonuses, commissions, overtime, benefits, sick pay, holiday pay, vacation, paid time off,
3 severance pay, paid leave benefits, penalties, meal and rest period premiums, any other premiums,
4 liquidated damages, interest, damages, back or front pay, lost profits or opportunities, costs,
5 expenses, attorneys' fees, employee benefits, promises concerning any of the above, remedies of
6 any other type, breach of contract or duty, fraud, misrepresentation, defamation, discrimination or
7 harassment in any form, retaliation, breach of the implied covenant of good faith and fair dealing,
8 wrongful or tortious discharge in violation of statute or public policy, intentional or negligent
9 infliction of emotional distress, or any other claims arising under any federal, state, local or other
10 governmental statute or ordinance, including without limitation, the National Labor Relations Act;
11 Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Americans with
12 Disabilities Act of 1990; the Fair Labor Standards Act; the Occupational Safety and Health Act; the
13 Consolidated Omnibus Budget Reconciliation Act of 1985; the Older Workers Benefit Protection
14 Act; the Worker Adjustment and Retraining Notification Act ("WARN"); the Employee Retirement
15 Income Security Act of 1974; the Family and Medical Leave Act of 1993; the Rehabilitation Act of
16 1973; the Internal Revenue Code of 1986, as amended; the Service Contract Act; the California Fair
17 Employment and Housing Act; the California Family Rights Act; the California Labor Code
18 (including the Private Attorneys General Act); the California Civil Code; the California Government
19 Code; the California Constitution; and any and all claims for penalties, punitive damages, exemplary
20 damages, attorneys' fees and costs, as well as any other statutes, laws regulations or damages of
21 similar content or effect.

22 9. **"General Release Payment"** means the amount the Court authorizes to be paid to
23 Plaintiff, up to \$8,000, as compensation for Plaintiff's general release of all claims Plaintiff may
24 have, or may have had, against Defendant, including those under Section 1542 of the California
25 Civil Code.

26 10. **"Gross Settlement Amount"** means a maximum total of \$100,000.00, which
27 includes all payments owed by Defendant as a result of this Agreement, including, without
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limitation: the Net Settlement Fund; Representative Plaintiff's General Release Payment; Settlement Administration Costs; and PAGA Counsel Attorneys' Fees and Costs as awarded by the Court.

11. **"LWDA Payment"** means a payment to the California Labor Workforce and Development Agency in an amount equal to 75% of the Net Settlement Fund.

12. **"Net Settlement Fund"** mean the Gross Settlement Amount less all of the following: PAGA Counsel's Attorneys' Fees and Costs, Representative Plaintiff's General Release Payment, and Settlement Administration Costs. It is comprised of and shall be used to fund the LWDA Payment and the PAGA Aggrieved Employee Payment.

13. **"PAGA"** means the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code sections 2698 *et seq.*, as amended.

14. **"PAGA Aggrieved Employee Payment"** means a payment of 25% of the Net Settlement Fund, which shall be paid to the Aggrieved Employees out of the Gross Settlement Amount in connection with this settlement of the PAGA Claim.

15. **"PAGA Claim"** means Representative Plaintiff's individual claim and representative claim on behalf of the Aggrieved Employees for civil penalties under PAGA, as alleged in the Action.

16. **"PAGA Counsel"** means Scott Ernest Wheeler and Justin Wheeler of the Law Office of Scott Ernest Wheeler.

17. **"PAGA Period"** means April 21, 2022 through July 22, 2024.

18. **"Parties"** means Plaintiff and Representative Plaintiff, Johnny Perez, and Defendant Additive Circuits Technologies LLC.

19. **"Released Claims"** means any and all claims, demands, rights, liabilities, debts, primary rights, claims for relief, and causes of action for PAGA penalties during the PAGA Period arising out of or relating to the employment of Plaintiff or the Aggrieved Employees that: 1) are alleged, were alleged, or could have been alleged in the complaint(s) in the Action (including any previously filed complaints in the Action) or any PAGA notice; or 2) arise out of, are comprised of, and/or are related to the facts, matters, transactions or occurrences alleged in the complaint in the

1 Action or any PAGA notice, including, without limitation, those made pursuant to the PAGA and
 2 claims against Defendant for: failure to provide meal periods (or pay premium pay); failure to
 3 provide rest breaks (or pay premium pay); failure to pay overtime wages; failure to pay minimum
 4 wages; failure to timely pay all wages earned; failure to pay all wages owed to discharged and
 5 quitting employees; failure to furnish complete and accurate itemized wage statements; failure to
 6 maintain required records; failure to pay COVID-19 supplemental sick leave; failure to indemnify
 7 employees for necessary expenditures; failure to maintain reasonable temperature in work areas;
 8 failure to provide aggrieved employees with written description of quotas; and for violations of
 9 California Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 246, 248.1, 248.2, 248.3, 248.6,
 10 et seq., 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2100, 2101, 2802, 2698 *et seq.*, the
 11 applicable IWC Wage Order provisions; and primary and statutory rights alleged in Plaintiff's
 12 operative complaint in the Action and in Plaintiff's PAGA Notices dated April 21, 2023.

13 20. **"Released Parties"** means Defendant Additive Circuits Technologies LLC, jointly,
 14 severally, and/or individually, and any and all of its current and former owners, investors,
 15 shareholders, members, partners, officers, directors, managers, employees, supervisors, agents,
 16 attorneys, insurers, and representatives. Data Technology Printed Circuits, LLC and Winonics, LLC
 17 are specifically excluded as Released Parties under the terms of this Agreement and are not
 18 contributing to the Gross Settlement Amount.

19 21. **"Representative Plaintiff"** or **"Plaintiff"** means Plaintiff Johnny Perez.

20 22. **"Settlement Administrator"** shall mean Apex Class Action Administration, or a
 21 neutral third-party administrator chosen by the Parties, subject to approval by the Court.

22 23. **"Unknown Claims"** means a person's released claims which such person does not
 23 know or suspect to exist in that person's favor at the time of this Settlement, including such claims
 24 which, if known by such person, might have affected such person's decision to enter into this
 25 Settlement and agree and accept the releases herein. As to any person's release of Unknown Claims,
 26 that person expressly waives and relinquishes, to the fullest extent permitted by law, the provisions,
 27 rights, and benefits of Section 1542 of the California Civil Code, which provides:
 28

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR
2 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
3 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM
4 OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
5 THE DEBTOR OR RELEASED PARTY.

6 As to a person's release of Unknown Claims, that person also waives any and all provisions,
7 rights and benefits conferred by any law of any state or territory of the United States, or principle of
8 common law, or of international or foreign law, which is similar, comparable or equivalent to
9 Section 1542 of the California Civil Code. A person releasing Unknown Claims may hereafter
10 discover facts in addition to or different from those which he, she, or it now knows or believes to be
11 true with respect to its released claims, but hereby stipulates and agrees that with this Settlement
12 such person fully releases any and all released claims, known or unknown, suspected or unsuspected,
13 contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore
14 have existed, upon any theory of law or equity, including, but not limited to, conduct which is
15 negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard
16 to the subsequent discovery or existence of such different or additional facts.

17 **RECITALS**

18 24. Plaintiff alleges that, on or about April 21, 2023, Plaintiff sent a PAGA notice and
19 administrative exhaustion letter to the Labor Workforce and Development Agency ("LWDA"), with
20 a copy to Defendant.

21 25. On or about June 27, 2023, Plaintiff filed his PAGA Complaint in Los Angeles
22 County Superior Court, in a case entitled *Johnny Perez v. Additive Circuits Technologies LLC*, et
23 al., Case No. 23STCV14982 (the "Action").

24 26. The Action alleges a PAGA claim for civil penalties and seeks an award of
25 reasonable attorneys' fees and costs.

26 27. The Parties have conducted a thorough investigation into the facts of the Action and
27 have informally exchanged extensive data and information, as well as pertinent documents, relating
28

1 to the underlying alleged violations. After certain Parties attended a full-day mediation with Hon.
2 Amy D. Hogue (Ret.), and subsequent ongoing negotiations, the Parties reached the Settlement,
3 which each Party believes is fair, reasonable, and adequate. The Parties understand, acknowledge,
4 and agree that this Settlement Agreement constitutes a compromise of Representative Plaintiff's and
5 the Aggrieved Employees' PAGA Claim, and that it is the desire and intention of the Parties to
6 effect a final and complete resolution of the PAGA Claim that the Representative Plaintiff and the
7 Aggrieved Employees have against Defendant.

8 28. The Parties enter into this Settlement Agreement on a conditional basis. In the event
9 the Court does not enter a Final Order and Judgment as defined in this Settlement Agreement, this
10 Settlement Agreement will be deemed null and void ab initio and will be of no force or effect
11 whatsoever, and will not be referred to or utilized for any purpose whatsoever, including as an
12 admission of anything, or as a consent to personal jurisdiction, or as a waiver of any objections to
13 personal jurisdiction, of the Court over any Party in the Action.

14 29. Defendant denies and has denied all of the claims in the Action, and does not waive,
15 but rather expressly reserves, all rights to challenge all such claims and allegations upon all legal,
16 procedural and factual grounds should this Settlement Agreement not become final. This Settlement
17 Agreement reflects a compromise reached to end litigation.

18 30. The Parties stipulate and agree to the following terms of this Settlement Agreement
19 with the intent that this Agreement finally disposes of the Action with prejudice.

20 **TERMS AND CONDITIONS**

21 31. **Settlement Payments and Calculation of Claims.** Subject to final Court approval
22 and the conditions specified in this Agreement, and in consideration of the mutual covenants and
23 promises set forth in this Agreement, Defendant Additive Circuits Technologies LLC agrees to pay
24 the entire Gross Settlement Amount of \$100,000. For the avoidance of doubt, Defendants Data
25 Technology Printed Circuits, LLC and Winonics, LLC will not contribute to the Gross Settlement
26 Amount, and as a material term of this Settlement, shall be dismissed from the case without
27 prejudice. The following table summarizes the allocation of the Gross Settlement Amount as
28

provided for under the Settlement:

Gross Settlement Amount of \$100,000.00 Is Broken Down As Follows:

- PAGA Counsel Attorneys' Fees not to exceed **\$33,000.**
- PAGA Counsel Costs not to exceed **\$12,000.**
- Up to **\$8,000** for Representative Plaintiff Johnny Perez's General Release Payment
- Settlement Administration Costs, not to exceed **\$4,490.**
- **\$42,510** for the Net Settlement Fund (*i.e.* the total PAGA payment amount to be distributed to the LWDA and Aggrieved Employees)
 - **\$31,882.50** for the LWDA Payment
 - **\$10,627.50** for the PAGA Aggrieved Employee Payment

32. **Settlement Assumptions and Material Increase in Pay Period Number.** In connection with the Parties' settlement negotiations, Defendant represented that there are approximately One Hundred and Six (106) aggrieved employees who collectively worked Three Thousand, Five Hundred and Fifty (3,550) pay periods during the PAGA Period. If it is determined by Plaintiff's counsel and confirmed by the Settlement Administrator, and proven by a preponderance of the evidence, that the number of applicable pay periods during the PAGA Period exceed 3,550 by more than 10% (*i.e.* greater than 355), the Gross Settlement Amount will be increased on a pro rata basis by the percentage above 10%.

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

a. **Settlement Administration Fees And Costs:** The fees and costs associated with settlement administration (*e.g.*, preparing and mailing payments to the Aggrieved Employees, tax documentation, etc.) (the "Settlement Administration Costs") will be paid from the Gross Settlement Amount and are estimated to be \$4,490. The Parties agree to use Apex Class Action Administration as the Settlement Administrator.

b. **PAGA Counsel's Attorneys' Fees And Costs / Representative Plaintiff's General Release Payment:** The Parties agree that, subject to the Court's review and approval, PAGA Counsel will be paid from the Gross Settlement Amount an amount that is up to one third of the

1 Gross Settlement Amount for attorneys' fees (\$33,000), plus actual litigation costs not to exceed
2 \$12,000.

3 The Parties agree that, subject to the Court's review and approval,
4 Representative Plaintiff will receive a \$8,000.00 General Release Payment, which will be paid from
5 the Gross Settlement Amount.

6 The Court's ruling concerning PAGA Counsel's application for attorney fees
7 and costs and Representative Plaintiff's General Release Payment (whether awarded as requested
8 or altered at the discretion of the Court) shall not affect the enforceability of this Agreement, or the
9 ability of the Court to otherwise approve the Settlement. Any amount requested, but not awarded by
10 the Court, shall return to the Net Settlement Fund and be distributed to the LWDA and Aggrieved
11 Employees as provided herein.

12 c. Net Settlement Fund: After deducting PAGA Counsel's Attorneys' Fees and
13 Costs, Settlement Administration Costs, and Representative Plaintiff's General Release Payment
14 from the Gross Settlement Amount, the remaining amount will comprise the Net Settlement Fund.
15 The Net Settlement Fund is comprised of the LWDA Payment and the PAGA Aggrieved
16 Employee Payment. The Net Settlement Fund of approximately \$42,510 shall be allocated 75% to
17 the LWDA Payment, which is estimated to total \$42,510 (\$31,882.50 x 75%). The remaining 25%
18 of the Net Settlement Fund, estimated to total \$10,627.50, shall be allocated to the PAGA Aggrieved
19 Employee Payment and shall be paid to the Aggrieved Employees on a *pro rata* basis as noted
20 below, which shall be referred to as each Aggrieved Employee's "Individual PAGA Payment."

21 Example:¹

22 Aggrieved Employee A was actively employed during the PAGA Period for 25 pay periods.
23 All Aggrieved Employees were actively employed a combined total of 3,550 pay periods during the
24 PAGA Period. Aggrieved Employee A's Individual PAGA Payment would be calculated as
25 follows:

26 ➤ 25 pay periods for Aggrieved Employee A ÷ 3,550 total pay periods for all Aggrieved
27

28 ¹ Provided for illustration only and does not reflect an actual payment.

Employees = 0.007%.

- Aggrieved Employee A is entitled to an Individual PAGA Payment in an amount that is 0.007% of the PAGA Aggrieved Employee Payment.²

d. Taxes and Reporting: The Individual PAGA Payments will be treated as non-wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS Form 1099.

34. **Release By Aggrieved Employees And State Of California.**

a. Terms Of Release: In exchange for the consideration recited in this Settlement Agreement, Representative Plaintiff, as the representative for the State of California and all Aggrieved Employees, as well as each of their respective current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, fully, finally, and forever release, relinquish, settle, and discharge all Released Claims against the Released Parties, including for all civil penalties under PAGA. The Aggrieved Employees and the State of California are deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim against any of the Released Parties for any Released Claims.

b. No Opt-Outs. Aggrieved Employees and the State of California shall have no right to opt out of this Settlement, either in whole or in part.

c. No Claims Based On Stipulation And Agreement. No Aggrieved Employee will have any claim against any of the Released Parties, Defendant's respective counsel, the Representative Plaintiff, or PAGA Counsel, based on errors in administering claims or performing the mailing and skip-tracing requirements of the Settlement Administrator under this Agreement.

35. **General Release of All Claims, including Unknown Claims, By Representative Plaintiff.**

a. Terms Of Release: In exchange for the consideration recited in this Settlement Agreement, the Representative Plaintiff, on behalf of himself and on behalf of his current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, fully,

² The Individual PAGA Payment will be rounded to the nearest penny with .5 rounded up.

1 finally, and forever releases, relinquishes, settles, and discharges: 1) all Released Claims against the
2 Released Parties, all Released Claims against Defendant Data Technology Printed Circuits, LLC,
3 and all Released Claims against Defendant Winonics, LLC; 2) all Generally Released Claims
4 against the Released Parties, all Generally Released Claims against Defendant Data Technology
5 Printed Circuits, LLC, and all Generally Released Claims against Defendant Winonics, LLC; and
6 3) all Unknown Claims against the Released Parties, all Unknown Claims against Defendant Data
7 Technology Printed Circuits, LLC, and all Unknown Claims against Defendant Winonics, LLC.

8 b. No Other Actions or Claims. By executing this Agreement, Representative
9 Plaintiff represents, warrants, and confirms that Representative Plaintiff has no other filed or unfiled
10 individual or representative claim or charge of any type (whether class, collective, PAGA, or
11 otherwise) against Defendants Additive Circuits Technologies LLC, Data Technology Printed
12 Circuits, LLC, and Winonics, LLC or their respective Released Parties. Representative Plaintiff
13 hereby represents and agrees he will not serve as a PAGA representative or class representative in
14 any further claim against Defendants Additive Circuits Technologies LLC, Data Technology Printed
15 Circuits, LLC, and Winonics, LLC based upon any action, event, or occurrence prior to the date he
16 signs this Settlement Agreement.

17 Representative Plaintiff shall be deemed by operation of the Final Order and
18 Judgment to have agreed not to sue or otherwise make any further claim besides this Action against
19 Defendant Additive Circuits Technologies LLC or its Released Parties, or Defendant Data
20 Technology Printed Circuits, LLC, or Defendant Winonics, LLC based upon any action, event, or
21 occurrence prior to the date he signs this Settlement Agreement.

22 36. Release by PAGA Counsel:

23 Except as otherwise stated in this Agreement, PAGA Counsel release on behalf PAGA
24 Counsel and their present and former attorneys, employees, principals, agents, successors and
25 assigns each of the Released Parties from all claims for fees and costs incurred in connection with
26 the Action and the PAGA Period as provided under any complaint in the Action and all PAGA
27 notices.

37. **Request For Final Order And Judgment.**

a. Upon execution of this Agreement, the Representative Plaintiff shall promptly file a motion or application with the Court requesting approval of this Settlement which shall include submitting the proposed Final Order and Judgment attached hereto as **Exhibit A**. Plaintiff and PAGA Counsel shall aver in their supporting declarations that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

b. On the date Representative Plaintiff files the motion or application discussed in this paragraph, Plaintiff will also submit to the LWDA a notice of the Settlement enclosing a copy of the Settlement Agreement and the motion or application filed with the Court requesting approval. Plaintiff's notice and advisement of the Settlement to the LWDA shall comply with the notice / settlement requirements of PAGA.

38. **No Right to Opt Out / Waiver of Appeal.** Representative Plaintiff, Aggrieved Employees, and the State of California shall have no right to opt out of this Settlement, either in whole or in part. Any Aggrieved Employee who does not timely submit an objection to the Settlement waives any and all rights to appeal from the Final Order and Judgment, including all rights to any post-judgment proceeding and appellate proceeding such as a motion to vacate the judgment, motion for new trial, and extraordinary writs. This waiver does not include a waiver of the right to oppose any appeals, appellate proceedings or post judgment proceedings, if any.

39. **Settlement Funding and Payment Date.**

a. Upon the Court entering the Final Order and Judgment, and within 7 days after the Effective Date, the Settlement Administrator shall send Additive Circuits' respective counsel electronic wiring instructions to fund the Gross Settlement Amount.

b. Defendant Additive Circuits will pay the settlement in three equal installments. The first payment in the amount of Thirty-three Thousand, Three Hundred and Thirty-three Dollars and Thirty-Three cents (\$33,333.33) is to be made by Defendant Additive Circuits to the Settlement Administrator no later than 30 days after the Effective Date. The second payment in

the amount of Thirty-three Thousand, Three Hundred and Thirty-three Dollars and Thirty-Three cents (\$33,333.33) shall be made by Defendant Additive Circuits to the Settlement Administrator no later than 90 days after the Effective Date. The third and final payment in the amount of Thirty-three Thousand, Three Hundred and Thirty-three Dollars and Thirty-four cents (\$33,333.34) is to be made by Defendant Additive Circuits to the Settlement Administrator no later than 150 days after the Effective Date.

c. Within 14 days after Additive Circuits' final payment of the Gross Settlement Amount, the Settlement Administrator shall issue all payments required by this Agreement (the "Payment Date").

40. **PAGA List.**

a. Within 20 days after the Effective Date, Defendant Additive Circuits will provide a PAGA List to the Settlement Administrator which will, to the extent of Additive Circuits' knowledge, identify all Aggrieved Employees by name, social security number, and last known home address ("PAGA List"). The PAGA List will also contain, to Additive Circuits' knowledge, the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

41. **List Of Individual Settlement Amounts.**

Within 20 days after the Settlement Administrator receives the PAGA List, the Settlement Administrator will provide to PAGA Counsel and Defendant's counsel an Individual PAGA Payment Listing reflecting the Individual PAGA Payment for each Aggrieved Employee ("PAGA Individual Payment Listing"). The PAGA Individual Payment Listing provided to PAGA Counsel will be anonymized and will not include the Aggrieved Employees' names, addresses, telephone numbers, social security numbers, or other contact or personal identifying information.

42. **PAGA Payments To Aggrieved Employees.**

- a. On the Payment Date, the Settlement Administrator will mail to each Aggrieved Employee, via first-class United States Mail, the following:
- (a) the PAGA Settlement Notice in English and Spanish, attached as **Exhibit B** to this Agreement; and (b) their Individual PAGA Payment

1 check (collectively, the “PAGA Packet”).

2 b. Prior to mailing, the Settlement Administrator will update all addresses
3 using the National Change of Address System (NCOA). In the event that
4 a PAGA Packet is returned to the Settlement Administrator with a
5 forwarding address, the Settlement Administrator will re-send the PAGA
6 Packet to the forwarding address identified. If no forwarding address is
7 provided, then the Settlement Administrator will promptly conduct a
8 “standard search,” sometimes called, “Skip Trace” or “Credit Header”
9 searches, to locate a better address. If a better address is found, the
10 Settlement Administrator will promptly re-send the PAGA Packet to such
11 better address. If a better address is not found or the PAGA Packet is
12 ultimately returned without a forwarding address, neither the Settlement
13 Administrator, Defendant, or PAGA Counsel shall be required to take
14 further action.

15 c. Aggrieved Employees shall have 180 calendar days after the date the
16 PAGA Packet is mailed to them to cash their settlement payment checks.
17 If any Aggrieved Employee’s check is not cashed within that period, the
18 settlement payment check will be voided and a stop-payment will be
19 issued. Neither Defendant, Defendant’s counsel, Plaintiff, nor PAGA
20 Counsel will have any liability for lost or stolen settlement payment
21 checks, forged signatures on settlement payment checks, unauthorized
22 negotiation of settlement payment checks, or failure to timely cash a
23 settlement payment check within the 180 day period.

24 d. Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any
25 accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be
26 transmitted to the California State Controller’s office in the name of the Aggrieved Employee.

43. **Payments Of General Release Payment, Attorneys' Fees And Costs, And The LWDA Settlement Payment.**

a. On the Payment Date, the Settlement Administrator will pay from the Gross Settlement Amount the Representative Plaintiff's General Release Payment as awarded by the Court. The payment will be made by sending to PAGA Counsel a check payable to "Johnny Perez" in the amount of the Court-approved General Release Payment. This payment is conditional upon PAGA Counsel providing the Settlement Administrator with a completed Form W-9 for the Representative Plaintiff.

b. On the Payment Date, the Settlement Administrator will pay from the Gross Settlement Amount to PAGA Counsel the Court-approved Attorneys' Fees and Costs award. Such payment is conditional upon PAGA Counsel providing the Settlement Administrator with a completed Form W-9.

c. On the Payment Date, the Settlement Administrator will pay the LWDA Payment from the Net Settlement Fund by issuing a check in the amount approved by the Court for such LWDA Payment, payable to the "California Labor Workforce and Development Agency."

44. **Deadlines.**

If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday, the deadline will be automatically extended to the next regular business day. Unless specified otherwise, all references to "days" shall mean calendar days.

45. **Enforcement And Continuing Jurisdiction Of The Court.**

Pursuant to the Parties' agreement, this Settlement Agreement may be approved by the Court and is enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. Even after the entry of the Final Order and Judgment, this Court will have and retain continuing jurisdiction over the Action and over all Parties and the Aggrieved Employees, to the fullest extent necessary and in conformance with applicable law to enforce and effectuate the terms and intent of this Settlement Agreement and all matters provided for in it, and to interpret it.

1 46. **Mutual Full Cooperation.**

2 The Parties will fully cooperate with each other to accomplish the terms of this Settlement
3 Agreement, including, but not limited to, execution of such documents and taking such other action
4 as may be reasonably necessary to implement it.

5 47. **Non-Admission Of Liability.**

6 The Parties enter into this Agreement to resolve the dispute that has arisen between them
7 and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement,
8 Defendant does not admit, and specifically denies, that it has violated any federal, state, or local
9 law; violated any regulations or guidelines promulgated pursuant to any statute or any other
10 applicable laws, regulations or legal requirements; violated or breached any duty; engaged in any
11 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Action.
12 Defendant disputes and denies that Plaintiff's Action is suitable for representative action treatment.
13 Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected
14 with it, shall be construed as an admission or concession by Defendant with respect to any allegation
15 of Plaintiff, with respect to any alleged violations or failures to comply with any applicable law, or
16 as an admission or concession in any other respect. Except as necessary in a proceeding to enforce
17 the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or
18 received as evidence in any action or proceeding for any purpose, including, without limitation, to
19 establish any liability or admission on the part of Defendant, to establish or support any contention,
20 or to establish or support the existence of any condition constituting a violation of, or a non-
21 compliance with, federal, state, local or other applicable law.

22 48. **Effective Date Of Defendant's Obligations Under This Agreement.**

23 Defendant's obligation under this Settlement Agreement will become final and effective
24 only upon the occurrence of the Effective Date. In the event that any of the conditions specified in
25 this Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain
26 approval of the Court for any reason, all matters covered by this Agreement will be null and void.
27 In such event, this Agreement will be void and of no effect, and neither this Agreement nor any
28

1 negotiations leading to this Settlement will be used or construed by or against any Party as a
2 determination, admission, or concession of any issue of law or fact in the litigation; and the Parties
3 do not waive, and instead expressly reserve, their respective rights regarding the prosecution and
4 defense of the Action in all respects, including all available defenses and affirmative defenses, and
5 to challenge any claim, as if this Settlement Agreement never existed. Further, in the event this
6 Settlement Agreement does not become effective for any reason, the Parties shall be restored to their
7 respective positions as of July 21, 2024, the date preceding the Parties' mediation date.

8 49. **Binding Effect of Agreement On Representative Plaintiff and Aggrieved**
9 **Employees.**

10 Upon executing this Agreement Representative Plaintiff shall be bound by all of the terms
11 herein, and upon the Effective Date, all Aggrieved Employees shall be bound by and subject to this
12 Agreement, including, without limit, the release of claims provided for herein.

13 50. **Stay of Litigation Activity.**

14 Besides the Parties' efforts to effectuate the Settlement as provided herein, litigation
15 activity shall otherwise cease during the period the Parties seek to effectuate this Settlement.

16 51. **Nullification.**

17 If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the
18 Court's Final Order and Judgment is reversed or modified, or declared or rendered void, then (a) the
19 Settlement Agreement shall become null and void; and (b) the Parties will revert to their respective
20 positions as of July 21, 2024, the date preceding the Parties' mediation date.

21 52. **Invalidation.**

22 Invalidation of any material term of this Settlement Agreement will invalidate this
23 Agreement in its entirety unless the Parties subsequently agree in writing that the remaining
24 provisions will remain in full force and effect.

25 53. **No Publicity.**

26 Plaintiff and his counsel agree that the terms of this Settlement Agreement (including, but
27 not limited to, the Gross Settlement Amount), the negotiations leading to the execution of this
28

1 Settlement Agreement, and the Settlement Agreement itself, shall not be discussed with or
2 publicized or promoted to the media. Notwithstanding the foregoing, Plaintiff and his counsel (1)
3 may tell the public in general only that certain claims “have been resolved by the Parties,” and (2)
4 may disclose the terms of the Settlement Agreement (a) in appropriate filings with the Court in this
5 case; (b) where required by law (e.g., income tax returns); (c) Plaintiff’s counsel may refer to the
6 Action for purposes of class or representative counsel qualifications as stated in Court-filed
7 declarations; and (d) to accountants or other tax professionals for the purpose of preparing tax
8 returns.

9 54. **Representative Plaintiff Representation and Warranty Re: No Other Action.**

10 Representative Plaintiff hereby warrants and represents that he has not filed any complaint, lawsuit,
11 grievance, demand for arbitration, charge, and/or any other claim against any of the above-captioned
12 Defendants or the Released Parties with any court, governmental or administrative agency or any
13 other entity asserting any claim or claims released herein.

14 55. **Non-Disparagement.**

15 To the fullest extent permitted by law, Representative Plaintiff agrees not to disparage or
16 publish or disseminate information (nor encourage or solicit the disparagement or the dissemination
17 of such information), whether oral or written, that is derogatory in any manner or which may be
18 harmful to the above-captioned Defendants’ business or personal reputation, whether such
19 information was acquired before, during, or after Representative Plaintiff’s employment.

20 56. **Entire Agreement.**

21 This Settlement Agreement constitutes the entire integrated agreement between the Parties
22 relating to the Action, and no oral representations, warranties, or inducements have been made to
23 any party concerning this Settlement Agreement other than the representations, warranties, and
24 covenants contained and memorialized in this Settlement Agreement.

25 57. **Authorization To Act.**

26 The Parties hereto warrant and represent that they are authorized to negotiate and agree to
27 this Settlement as provided herein and to take all appropriate action required or permitted to be taken
28

by such parties pursuant to this Settlement and to otherwise effectuate its terms.

58. **Modification Only In Writing.**

This Settlement Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest.

59. **Binding On Successors.**

This Settlement Agreement is binding upon and will inure to the benefit of the Parties to this Agreement, as well as their assigns and successors in interest.

60. **No Prior Assignments.**

The Aggrieved Employees are deemed by operation of the Final Order and Judgment to represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, cause of action, or rights released and discharged by this Agreement.

61. **Governing Law.**

All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California, without giving effect to conflicts of laws principles.

62. **Counterparts.**

This Settlement Agreement may be executed in one or more counterparts, including by the use of e-signatures. All executed counterparts and each of them will be deemed to be one and the same instrument. Counsel for the Parties will exchange among themselves any signed counterparts.

63. **Exhibits.**

This Agreement includes the attached exhibits.

64. **Headings For Convenience Only.**

The descriptive headings of any paragraphs or sections and the defined terms of this Settlement Agreement are inserted for convenience of reference only.

65. **Construction of This Agreement.**

The Parties have reached this Settlement Agreement through arms-length negotiations. This Agreement has been drafted and agreed to jointly by the Parties and their counsel. Hence, for

purposes of any construction or interpretation of this Agreement, the Agreement shall not be construed against either party as the principal drafter of the Agreement.

66. **Corporate Signatories.**

Any person executing this Settlement Agreement or any related document on behalf of a corporate signatory warrants and represents for the benefit of all Parties that such person has been duly authorized by such corporation to execute this Settlement Agreement or any related document.

67. **No Tax Advice.**

Nothing contained herein constitutes legal advice regarding the taxability or tax consequences of any amounts paid in connection with the Settlement, nor should anything contained herein be relied upon as such, and PAGA Counsel and Defendant counsel are not providing representation or advice regarding tax or any withholding matters in connection with this Settlement.

68. **Representation By Counsel.**

The Parties acknowledge and agree that each has been represented by counsel and each has been given the opportunity to consult counsel regarding the contents of this Agreement, and that each has sought the advice of counsel to the extent each Party believes is necessary to do so prior to entering into this Agreement.

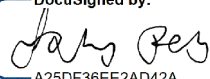
69. **Attorneys' Fees And Costs.**

Except as otherwise expressly provided in this Agreement, the Parties will each bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action and will not seek reimbursement thereof from any Party to this Settlement Agreement.

[SIGNATURE PAGES TO FOLLOW]

1 **IT IS SO AGREED:**

2 Dated: 9/30/2024

DocuSigned by:

A25DF36EE2AD42A...

3 JOHNNY PEREZ

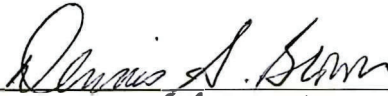
4 Dated: 9/30/24

ADDITIVE CIRCUITS TECHNOLOGIES LLC

5

6

7


By: DENNIS BROWN
Its: CEO

8 Dated:

APPROVED AS TO FORM

9

10

By: _____
LAW OFFICE OF SCOTT ERNEST WHEELER
Scott Ernest Wheeler
Justin A. Wheeler

11

12

Attorneys for Plaintiff Johnny Perez and the
Aggrieved Employees

13

14

Dated:

APPROVED AS TO FORM:

15

By: _____
LIGHTGABLER LLP
Jonathan Fraser Light
Brian R. Weilbacher
Benjamin F. Fraser

16

17

18

19

Attorney for Defendant, ADDITIVE CIRCUITS
TECHNOLOGIES LLC

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22

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24

25

26

27

28

1 **IT IS SO AGREED:**

2 Dated:

3 _____
JOHNNY PEREZ

4 Dated:

5 _____
ADDITIVE CIRCUITS TECHNOLOGIES LLC

6 _____
By:

7 Its:

8 Dated: 9/30/24

APPROVED AS TO FORM

9 
By:

10 _____
LAW OFFICE OF SCOTT ERNEST WHEELER

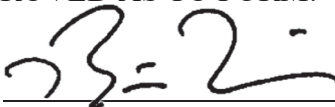
11 Scott Ernest Wheeler

12 Justin A. Wheeler

13 Attorneys for Plaintiff Johnny Perez and the
Aggrieved Employees

14 Dated: 9/30/24

APPROVED AS TO FORM:

15 By: 

16 LIGHTGABLER LLP

17 Jonathan Fraser Light

18 Brian R. Weilbacher

19 Benjamin F. Fraser

20 Attorney for Defendant, ADDITIVE CIRCUITS
21 TECHNOLOGIES LLC

EXHIBIT A

JOHNNY PEREZ, individually, and on behalf
of all other aggrieved employees,

PLAINTIFF,

v.

ADDITIVE CIRCUITS TECHNOLOGIES
LLC, a Delaware limited liability company; and
DOES 1 through 50, inclusive,

DEFENDANTS.

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND JUDGMENT**

[PROPOSED] ORDER AND JUDGMENT

Plaintiff Johnny Perez (“Plaintiff” or “Representative Plaintiff”), individually on behalf of himself, and on behalf of the State of California and the aggrieved employees, has moved for an order requesting the Court grant approval of the “Stipulation and Agreement For PAGA Representative Action Settlement” (the “Settlement” or “Settlement Agreement”) seeking to resolve the above-captioned Private Attorneys General Act (“PAGA”) action in its entirety.

Having received and considered the Settlement Agreement, the supporting papers filed by Plaintiff in connection therewith¹, and good cause appearing therefor, the Court hereby grants approval of the Settlement and **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:**

1. Except as otherwise defined in this Order and Judgment (“Order”), all capitalized terms have the same meaning as defined in the Settlement Agreement that is attached as Exhibit 1 to this Order.

2. The California Labor Workforce and Development Agency (“LWDA”) has been provided due and adequate notice of the Settlement in accordance with PAGA, California Labor Code § 2699(1)(2), (1)(4). In particular, on the date Representative Plaintiff filed his motion seeking approval of the Settlement with the Court, Representative Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement Agreement. Representative Plaintiff’s notice of the Settlement to the LWDA has complied with the notice requirements of PAGA.

3. The Court has jurisdiction over the subject matter of this litigation, over Representative Plaintiff and all Aggrieved Employees, and over those persons undertaking or subject to affirmative obligations under the Settlement.

4. The Settlement is approved under the PAGA statutes, including Labor Code § 2699(s)(2). The Court has considered all relevant factors for determining the fairness and adequacy of the Settlement and has concluded that such factors weigh in favor of granting approval to the

¹ The Court has also reviewed and considered the records and files of this case, as well as all documents submitted in connection with the Settlement Agreement, including the Declaration of Scott Ernest Wheeler.

1 settlement. In particular, the Court finds that the Settlement was reached following meaningful
2 discovery and investigation conducted by PAGA Counsel; that the Settlement is the result of serious,
3 informed, adversarial, and arm's-length negotiations between the parties; and that the terms of the
4 Settlement are in all respects fair, adequate, and reasonable.

5 5. The PAGA Settlement Notice to Aggrieved Employees, attached as Exhibit 2 to this
6 Order, fairly and adequately describes the Action, the approved Settlement, and is the best notice
7 practicable under the circumstances.

8 6. The Court finds and declares that Representative Plaintiff, individually and on behalf
9 of the State of California, releases all Released Claims against the Released Parties in accordance
10 with the Settlement Agreement.

11 7. The Court finds and declares that Representative Plaintiff, in accordance with the
12 Settlement Agreement, releases: 1) all Released Claims against the Released Parties, all Released
13 Claims against Defendant Data Technology Printed Circuits, LLC, and all Released Claims against
14 Defendant Winonics, LLC; 2) all Generally Released Claims against the Released Parties, all
15 Generally Released Claims against Defendant Data Technology Printed Circuits, LLC, and all
16 Generally Released Claims against Defendant Winonics, LLC; and 3) all Unknown Claims against
17 the Released Parties, all Unknown Claims against Defendant Data Technology Printed Circuits,
18 LLC, and all Unknown Claims against Defendant Winonics, LLC.

19 8. The Court finds and declares that each Aggrieved Employee, in accordance with the
20 Settlement, releases all Released Claims against the Released Parties. Aggrieved Employees and the
21 State of California have no right to opt out of this Settlement, either in whole or in part.

22 9. In accordance with the terms of the Settlement, defendants Data Technology Printed
23 Circuits, LLC and Winonics, LLC are ordered dismissed from the Action without prejudice.

24 10. The Gross Settlement Amount and the structure and methodology used for
25 calculation and distribution of the Gross Settlement Among, including the LWDA Payment, the
26 PAGA Aggrieved Employee Payment, and the Individual PAGA Payments set forth in the
27 Settlement Agreement, are fair, reasonable, and adequate and are approved.

28 11. The Court approves the General Release Payment to Plaintiff in the amount of

1 \$8,000.00. The Court authorizes the Settlement Administrator to make this payment, in accordance
2 with the terms of the Settlement Agreement.

3 12. The Court approves Apex Class Action Administration to act as the Settlement
4 Administrator. The Court awards the Settlement Administrator in this Action its actual fees and
5 costs in accordance with the terms of the Settlement Agreement in the amount of \$4,490.00.

6 13. The Court approves the Law Office of Scott Ernest Wheeler as PAGA Counsel.

7 14. The Court awards PAGA Counsel attorneys' fees in the amount of \$33,000 and costs
8 in the amount of \$11,992.09 which the Court finds to be fair and reasonable. The Court authorizes
9 the Settlement Administrator to make these payments, in accordance with the terms of the
10 Settlement Agreement.

11 15. The Court authorizes the Settlement Administrator to calculate the Net Settlement
12 Fund, inclusive of the LWDA Payment and the PAGA Aggrieved Employee Payment (which is
13 comprised of the Individual PAGA Payments), in accordance with the terms of the Settlement
14 Agreement.

15 16. The Court finds that payment to the LWDA of 75% of the Net Settlement Fund as
16 its share of the Settlement and in settlement of the Action is fair, adequate, and reasonable. The
17 Court authorizes the Settlement Administrator to pay the LWDA Payment, in accordance with the
18 terms of the Settlement Agreement.

19 17. The Court finds that payment to the Aggrieved Employees of 25% of the Net
20 Settlement Fund as the Aggrieved Employees' share of the settlement and in settlement of the
21 Action is fair, adequate, and reasonable. The Court authorizes the Settlement Administrator to
22 fund the PAGA Aggrieved Employee Payment and distribute the Individual PAGA Payments in
23 accordance with the terms of the Settlement Agreement.

24 18. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid
25 for 180 calendar days after issuance. Funds remaining from any checks for Individual PAGA
26 Payments uncashed after 180 calendar days will be dispersed to the California State Controller's
27 Unclaimed Property fund in the name(s) of the employee(s) who did not cash their checks, in
28 accordance with the terms of the Settlement Agreement.

21. In accordance with the Settlement Agreement, nothing in this Order or the Settlement shall be construed as an admission or concession by any party. The Settlement and this resulting Order and entry of judgment simply represent a compromise of disputed allegations and claims. The Court acknowledges that, as stated in the Settlement Agreement, in entering into this Agreement, Defendant has not admitted and has specifically denied, that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; and that, as indicated, it entered into the Settlement to avoid the burden and expense of continued litigation.

22. In accordance with, and for the reasons stated above, judgment is hereby rendered and entered under and in accordance with the terms of the Settlement Agreement, whereby the Representative Plaintiff, the State, and Aggrieved Employees, shall obtain from Defendant that which is expressly set forth in the executed Settlement Agreement and in conformance with the Court's approval order. This judgment, upon the effectiveness of the releases of claims provided for in the Settlement, shall constitute a full and complete bar against Representative Plaintiff, the Aggrieved Employees, and the State of California as to all of the claims released by the Settlement

and shall be res judicata and collateral estoppel with respect to such released claims.

23. Pursuant to California Code of Civil Procedure §664.6 and Rule 3.769(h) of the California Rules of Court and in accordance with Settlement Agreement, this Court reserves exclusive and continuing jurisdiction over this Action, the Representative Plaintiff, the Aggrieved Employees, and defendants in the action, for the purpose of supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, and the Court's approval order and judgment in the Action.

24. Plaintiff is directed to submit a copy of this Order and Judgment to the LWDA within 10 days of the date of this Order and Judgment.

IT IS SO ORDERED:

DATED: _____, 2024

HONORABLE ALISON MACKENZIE
JUDGE OF THE SUPERIOR COURT

EXHIBIT B

Exhibit B

[Date], 2024

Apex Class Action Administration

[Apex Class Action Administration Street Address]

[City, State Zip]

[Employee Name]

[Employee Street Address]

[City, State Zip]

Re: PAGA Settlement Payment

Dear Current or Former Employee of Additive Circuits Technologies LLC (“Additive Circuits” or “Defendant”):

You have received this notice because Additive Circuits’ records indicate that you have worked for Additive Circuits at some time between April 21, 2022, through July 22, 2024. This notice relates to the settlement of a lawsuit entitled *Johnny Perez v. Additive Circuits Technologies LLC*, Los Angeles County Superior Court Case No. 23STCV14982 (the “Lawsuit”).

In the Lawsuit, Plaintiff Johnny Perez (“Plaintiff”) made allegations and sought civil penalties pursuant to the California Private Attorneys General Act (“PAGA”), a law which allows a plaintiff to attempt to recover penalties on behalf of the State of California and on behalf of employees who the plaintiff alleges were “aggrieved” by alleged wage and hour violations on the part of Additive Circuits. Plaintiff made a variety of allegations in connection with his PAGA claim, including, for example: failure to provide meal periods; failure to provide rest breaks; failure to pay overtime wages; failure to pay minimum wages; failure to timely pay all wages earned; failure to pay all wages owed to discharged and quitting employees; failure to furnish complete and accurate itemized wage statements; failure to maintain required records; failure to pay COVID-19 supplemental sick leave; failure to indemnify employees for necessary expenditures; failure to maintain reasonable temperature in work areas; failure to provide aggrieved employees with written description of quotas.

Additive Circuits Has Disputed All Claims and Liability: From the beginning of the case and to the present, Additive Circuits has disputed and denied Plaintiff’s allegations and has asserted that it complied with the California Labor Code, the California Wage Orders, and all other relevant California state and federal laws and regulations. Additive Circuits chose to settle this matter solely to minimize the expense and disruption to its business caused by Plaintiff’s Lawsuit.

The Court has not issued any ruling regarding the merits of Plaintiff’s Lawsuit. To avoid the cost, burden, and distraction of litigation, Additive Circuits made a business decision to settle the Lawsuit and the settlement has now been approved by the Court.

As part of a settlement of the Lawsuit, Additive Circuits agreed to pay a certain amount of penalties under the PAGA statutes in exchange for the release of claims described in this notice

and to resolve the Lawsuit in its entirety. Under the PAGA statutes, penalties are divided between the State of California and allegedly aggrieved employees, with the State receiving 75 percent of the penalties.

Under the settlement, Plaintiff, on behalf of the State and the “Aggrieved Employees,” has fully, finally, and forever released, relinquished, settled, and discharged all “Released Claims” against the “Released Parties.”

“Aggrieved Employees” means: “all non-exempt employees who were employed or were alleged to have been employed by Additive Circuits Technologies LLC, in the State of California, at any time from April 21, 2022 through July 22, 2024.”

“Released Claims” means: “any and all claims, demands, rights, liabilities, debts, primary rights, claims for relief, and causes of action for PAGA penalties through the date of Court approval of this Settlement arising out of or relating to the employment of Plaintiff or the Aggrieved Employees that: 1) are alleged, were alleged, or could have been alleged in the complaint(s) in the Action (including any previously filed complaints in the Action) or any PAGA notice; or 2) arise out of, are comprised of, and/or are related to the facts, matters, transactions or occurrences alleged in the complaint in the Action or any PAGA notice, including, without limitation, those made pursuant to the PAGA and claims against Defendant for: failure to provide meal periods (or pay premium pay); failure to provide rest breaks (or pay premium pay); failure to pay overtime wages; failure to pay minimum wages; failure to timely pay all wages earned; failure to pay all wages owed to discharged and quitting employees; failure to furnish complete and accurate itemized wage statements; failure to maintain required records; failure to pay COVID-19 supplemental sick leave; failure to indemnify employees for necessary expenditures; failure to maintain reasonable temperature in work areas; failure to provide aggrieved employees with written description of quotas; and for violations of California Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 246, 248.1, 248.2, 248.3, 248.6, et seq., 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2100, 2101, 2802, 2698 et seq., the applicable IWC Wage Order provisions; and primary and statutory rights alleged in Plaintiff’s operative complaint in the Action and in Plaintiff’s PAGA Notices dated April 21, 2023.”.

Released Parties means Defendant Additive Circuits Technologies LLC, jointly, severally, and/or individually, and any and all of its current and former owners, investors, shareholders, members, partners, officers, directors, managers, employees, supervisors, agents, attorneys, insurers, and representatives. Data Technology Printed Circuits, LLC and Winonics, LLC are specifically excluded as Released Parties under the terms of this Agreement and are not contributing to the Gross Settlement Amount.

The enclosed settlement check represents your portion of the Court-approved PAGA settlement. You will not be retaliated against for cashing your check. Checks that are not cashed within 180 calendar days of issuance will be voided and the funds will be distributed to the California State Controller’s Unclaimed Property Fund in the name of the employee who did not cash the check.

Regardless of what you do with the settlement check, based on applicable law and the Court's approval of the settlement, the release of claims above has become effective and binding, and you are deemed to have released such claims as described above.

If you have any questions about this notice, please contact the Settlement Administrator, _____ at _____.

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUIT. PLEASE DO NOT CONTACT THE COURT REGARDING THE CASE.