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VISION PRECISION HOLDINGS, LLC and
17 NOW OPTICS, LLC

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **COUNTY OF MADERA**

20
21 MAI VANG, individually and on behalf of all
others similarly situated,

22 Plaintiffs,

23 v.

24 STANTON OPTICAL, an unknown California
entity; MY EYELAB, an unknown California
25 entity; NOW OPTICS, LLC, a Limited
Liability Company; VISION PRECISION
26 HOLDINGS, LLC, a Limited Liability
Company; DANIEL STANTON, an
27 individual; and DOES 1 through 20, inclusive,
28 Defendants.

Case No. MCV090610

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT;
AND MOTION FOR PRELIMINARY
APPROVAL**

Date: January 9, 2024
Time: 8:30 a.m.
Dept.: 44

Complaint Filed: October 25, 2023
Trial Date: None Set

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1 5. “Class List” means a complete list of all Class Members that Defendant will
2 diligently and in good faith compile from its records and provide to the Settlement Administrator
3 within fourteen (14) calendar days after the Court enters an Order granting Preliminary Approval
4 of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel
5 spreadsheet and will include Class Member’s: (1) full name; (2) last known home address; (3) last
6 known telephone number; (4) social security number; (5) dates of employment (i.e., hire dates,
7 and, if applicable, re-hire date(s) and/or separation date(s); and (6) any other reasonable
8 information required by the Settlement Administrator in order to effectuate the terms of the
9 Settlement.

10 6. “Class” or “Class Members” means all current and former hourly-paid, non-exempt
11 employees of Defendant who were employed by Defendant in the state of California at any time
12 during the Class Period.

13 7. “Class Period” means the period from June 10, 2018, and ending on either the date
14 of Preliminary Approval of the Settlement by the Court or sixty (60) days from the date of
15 mediation, *i.e.* October 27, 2023, whichever date occurs earlier.

16 8. “Class Representative” means Plaintiff Mai Vang in her capacity as a representative
17 of the Class Members.

18 9. “Class Representative Enhancement Payment” means the amount that the Court
19 authorizes to be paid to Plaintiff in addition to her Individual Settlement Payment, in recognition
20 of the efforts and risks Plaintiff has taken in assisting with the prosecution of the Action and in
21 exchange for a General Release of Plaintiff’s claims as provided herein.

22 10. “Court” means the Madera County Superior Court.

23 11. “Defendant” means Vision Precision Holdings, LLC and Now Optics, LLC.

24 12. “*Dopp* Action” means the *Allison Dopp v. Now Optics, LLC* action filed in the San
25 Diego Superior Court, Case No. 37-2022-00022391-CU-OE-CTL.

26 13. “Effective Date” means the later of the following: (1) if no timely objections are
27 filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (2) if
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1 an objection is filed and overruled, the deadline for filing an appeal of the Final Approval order if
2 no such appeal is filed; (3) if any timely appeals are filed, the date of the final resolution (or
3 withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

4 14. "Employer Taxes" means employer-funded taxes and contributions imposed on the
5 wage portions of the Individual Settlement Payments under the Federal Insurance Contributions
6 Act, the Federal Unemployment Tax Act, and any similar state and federal taxes and contributions
7 required of employers, such as for unemployment insurance.

8 15. "Final Approval" means the date of final affirmation of the Court's signed Order
9 and Judgment granting final approval of this Settlement.

10 16. "General Release" means the broader release of all claims by Plaintiff in the Action,
11 which is in addition to Plaintiff's release of claims as a Participating Class Member.

12 17. "Gross Settlement Amount" means the sum of One Million Forty-Five Thousand
13 Dollars and Zero Cents (\$1,045,000.00) which shall be paid by Defendant into a Qualified
14 Settlement Fund (QSF). The Gross Settlement Amount is non-reversionary, no portion of the
15 Gross Settlement Amount will return to Defendant and includes: (1) payments to Participating
16 Class Members, (2) Class Counsel's fees, (3) Class Counsel's costs, (4) Settlement Administration
17 Costs, (5) Class Representative Enhancement Payment to the Named Plaintiff, and (6) the PAGA
18 Payment of PAGA penalties to be paid to the LWDA and PAGA Members. The Gross Settlement
19 Amount is exclusive of employer's share of any applicable payroll taxes, and any such employer-
20 side payroll taxes shall be paid by Defendant separately and in addition to the Gross Settlement
21 Amount. The Gross Settlement Amount plus any applicable employer-side payroll taxes shall be
22 the maximum amount Defendant are required to pay under the Settlement.

23 18. "Individual Settlement Payment" means the amount payable from the Net
24 Settlement Amount to each Participating Class Member. Individual Settlement Payments shall be
25 paid by a check made payable to Participating Class Members.

26 19. "Net Settlement Amount" means the funds available for payments to the
27 Participating Class Members, which shall be amount remaining after the following amounts are
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deducted from the Gross Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement Administration Costs, (4) Class Representative Enhancement Payment to Plaintiff, and (5) the PAGA Payment to the LWDA and PAGA Members.

20. "Notice" means the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as **Exhibit A**, in both English and Spanish, that will be mailed to Class Members' last known addresses, and which will provide Class Members with information regarding the Action and information regarding the settlement of the Action.

21. "PAGA" means the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*).

22. "PAGA Payment" means the payment to the State of California Labor and Workforce Development Agency ("LWDA") for its seventy-five percent (75%) share of the total amount allocated toward penalties under the PAGA and payments to the PAGA Members of their (25%) share of the total amount allocated toward penalties under the PAGA, all of which are to be paid from the Gross Settlement Amount. The Parties have agreed that Fifty-Two Thousand Two Hundred Fifty Dollars and Zero Cents (\$52,250.00) of the Gross Settlement Amount will be allocated toward penalties under the PAGA of which Thirty-Nine Thousand One Hundred Eighty-Seven Dollars and Fifty Cents (\$39,187.50) will be paid to the LWDA and Thirteen Thousand Sixty-Two Dollars and Fifty Cents (\$13,062.50) will be distributed to PAGA Members on a pro rata basis based on Pay Periods (full or partial) worked by the PAGA Members within the PAGA Period. PAGA Members will receive payment from the employee portion of the PAGA Payment and will be deemed to have released any claims arising out of PAGA regardless of their decision to participate in the class action if the PAGA Payment is approved by the Court.

23. "PAGA Period" means the period commencing on May 9, 2022, and ending on either the date of Preliminary Approval of the Settlement by the Court or sixty (60) days from the date of mediation, *i.e.*, October 27, 2023.

24. "PAGA Members" means Class Members who were employed by Defendant during the PAGA Period.

1 25. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either
2 Plaintiff or Defendant, individually.

3 26. “Participating Class Members” means Class Members who do not submit valid and
4 timely Requests for Exclusion.

5 27. “Pay Period” shall mean any two-week period during which a Class
6 Member/PAGA Member worked at least one (1) day for Defendant during the Class Period and/or
7 PAGA Period, and based on hire dates, re-hire dates, and termination dates.

8 28. “Plaintiff” means Mai Vang.

9 29. “Preliminary Approval” means the Court order granting preliminary approval of
10 the Settlement Agreement.

11 30. “Objection” means a Class Member’s valid and timely written objection to the
12 Settlement Agreement. For a written Objection to be valid, it must be submitted by the Response
13 Deadline and include: (a) the objector’s full name, signature, address, telephone number, the
14 approximate dates of employment at Defendant in California, last four digits of the Class
15 Member’s social security number or employee ID number; (b) the case name and number; and (c)
16 a written statement of all grounds for the objection accompanied by legal support, if any, for such
17 objection; (d) copies of any papers, briefs, or other documents upon which the objection is based,
18 if any; and (e) a statement describing whether the objector intends to appear at the Final Approval
19 Hearing, either in person or through counsel at the Class Member’s expense.

20 31. “Released Class Claims” means any and all claims, rights, demands, liabilities and
21 causes of action that are alleged, or reasonably could have been alleged based on the facts and
22 claims asserted in the operative Complaint in this Action, and the May 9, 2023 PAGA Notice,
23 including the following claims: (i) failure to pay all regular wages, minimum wages and overtime
24 wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to
25 provide rest periods or compensation in lieu thereof; (iv) failure to provide complete, accurate
26 wage statements; (v) failure to pay wages timely at time of separation; (vi) failure to pay regular
27 rate wages based on overtime, meal period premiums and/or sick pay; (vii) failure to reimburse all

1 business expenses, and (viii) unfair business practices that could have been premised on the claims,
2 causes of action or legal theories of relief described above or any of the claims, causes of action
3 or legal theories of relief pleaded in the operative Complaint. This release shall apply to claims
4 arising during the Class Period and should advise that the Participating Class Members have not
5 opted out, and as a result, understand that they cannot participate in the Dopp Action for any claims
6 or receive any damages or compensation for such claims during the Class Period. Participating
7 Class Members also shall be deemed to have acknowledged and agreed that that the Released Class
8 Claims are disputed, the payments set forth herein constitute full payment of any amounts alleged
9 due to them for the Released Class Claims, and that California Labor Code Section 206.5 is not
10 applicable.

11 32. "Released PAGA Claims" means any and all PAGA claims that could have been
12 asserted under the California Labor Code Private Attorneys General Act of 2004 based on the same
13 or similar factual allegations and claims in the operative Complaint in this Action or any PAGA
14 notice submitted by Plaintiff to the LWDA, for the PAGA Period.

15 33. "Released Parties" means Defendant and Defendant's parent companies,
16 subsidiaries, affiliates, divisions, predecessors, successors, assigns and joint venturers past, present
17 and/or future, and each of their direct and/or indirect officers, directors, members, managers,
18 employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, and
19 administrators.

20 34. "Request for Exclusion" means a valid and timely written statement submitted by
21 a Class Member requesting to be excluded from the Action. To be effective, the Request for
22 Exclusion must be submitted by the Response Deadline and contain (a) the Class Member's name,
23 signature, address, telephone number, dates of employment at Defendants in California, and the
24 last four digits of the Class Member's Social Security number and/or the Employee ID number
25 (b) the case name and number; and (c) a clear statement requesting to be excluded from the
26 settlement of the class claims similar to the following: "I wish to exclude myself from the class
27 settlement reached in the matter of *Mai Vang v. Now Optics, LLC*, Madera County Superior Court,
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1 Case No. MCV090610. I understand that by excluding myself, I will not receive money from the
2 settlement of my individual claims.” To be effective, the Request for Exclusion must be post-
3 marked by the Response Deadline and received by the Settlement Administrator. The Request for
4 Exclusion shall not be effective as to the Released PAGA Claims as Class Members have no right
5 to exclude themselves (opt-out) of the PAGA component of the Settlement.

6 35. “Response Deadline” shall be sixty (60) calendar days after the Settlement
7 Administrator mails Notice to Class Members and the last date on which Class Members may
8 submit Requests for Exclusion, written Objections to the Settlement, or Workweek Disputes. In
9 the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be
10 extended to the next day on which the U.S. Postal Service is open. The Response Deadline for
11 Requests for Exclusion or Objections will be extended fifteen (15) calendar days for any Class
12 Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a
13 Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day
14 on which the U.S. Postal Service is open. The Response Deadline may also be extended by express
15 agreement between Class Counsel and Defendant. Under no circumstances, however, will the
16 Settlement Administrator have the authority to unilaterally extend the deadline for Class Members
17 to submit a Request for Exclusion or Objection to the Settlement.

18 36. “Settlement” means the disposition of the Action pursuant to this Agreement.

19 37. “Settlement Administrator” means ILYM Group, Inc. The Parties each represent
20 that they do not have any financial interest in the Settlement Administrator or otherwise have a
21 relationship with the Settlement Administrator that could create a conflict of interest.

22 38. “Settlement Administration Costs” mean the costs payable from the Gross
23 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
24 but not limited to, printing, distributing, and tracking documents for this Settlement,
25 calculating/confirming the class member Workweeks/Pay Periods from the information contained
26 in the Class List, calculating each Participating Class Member’s Individual Settlement Payment
27 and each PAGA Member’s PAGA Payment, calculating the amounts of withholding for payments,
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1 calculating the employer's share of payroll taxes, tax reporting, distributing the Gross Settlement
2 Amount, providing necessary reports and declarations, and other duties and responsibilities set
3 forth herein to process this Settlement, and as requested by the Parties. Settlement Administration
4 Costs shall not exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00).

5 39. "Workweek" shall mean any calendar week during which a Class Member/PAGA
6 Member worked at least one (1) day for Defendant during the Class Period and/or PAGA Period,
7 and based on hire dates, re-hire dates and termination dates.

8 TERMS OF AGREEMENT

9 40. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and
10 all applicable employer-side payroll taxes following Final Approval by the Court and the
11 occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount:
12 the sum of the Individual Settlement Payments, the Class Representative Enhancement Payment,
13 Class Counsel's Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as
14 specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement
15 Payments, or as a result of a potential increase in the number of Workweeks as set forth below in
16 paragraph 41, Defendant shall not be required to pay more than the Gross Settlement Amount plus
17 any applicable employer-side payroll taxes. The Gross Settlement Amount is non-reversionary; no
18 portion of the Gross Settlement Amount will revert to Defendant.

19 41. Potential Increase to the Gross Settlement Amount: Defendant represented there
20 were approximately 51,488 Workweeks during the Class Period. Should the qualifying
21 Workweeks worked by the Class Members during the Class Period ultimately increase by more
22 than 10% (i.e., by more than 5,149 Workweeks), Defendant shall increase the Gross Settlement
23 Amount on a *pro-rata* basis equal to the percentage increase in the number of Workweeks worked
24 by the Class Members above 10%. For example, if the number of Workweeks increases by 11%
25 the Gross Settlement Amount will increase by 1%. The Gross Settlement Amount plus any
26 applicable employer-side payroll taxes shall be the maximum amount Defendant are required to
27 pay under the Settlement.

1 42. Funding of the Gross Settlement Amount: Within fourteen (14) calendar days of
2 the Effective Date of the Settlement, as defined in this Agreement, Defendant will deposit the
3 Gross Settlement Amount into a Qualified Settlement Fund ("QSF") to be established by the
4 Settlement Administrator. Defendant shall provide all information necessary for the Settlement
5 Administrator to calculate necessary payroll taxes including its official name, 8-digit state
6 unemployment insurance tax ID number, its 2022 or 2023 UI Rate, its California Payroll Tax
7 Account Number, and other information requested by the Settlement Administrator, no later than
8 fourteen (14) calendar days after the date on which the Court enters an Order granting Preliminary
9 Approval. This information shall be kept confidential from Plaintiffs. Defendants may not vary
10 from the Court approved scheduling for the funding of the Gross Settlement Amount at all unless
11 the Parties agree otherwise; it is not anticipated there would be a need to alter the funding date. If
12 Defendants have an objection to the Court approved funding timeline, Defendants must seek *ex*
13 *parte* relief from the Court about its objection, unless Plaintiffs agree with Defendants otherwise.

14 43. Distribution of the Gross Settlement Amount: No later than fourteen (14) calendar
15 days of the funding of the Settlement, the Settlement Administrator will issue payments for: (a)
16 Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce Development
17 Agency and PAGA Members; (c) the Class Representative Enhancement Payment; (d) Class
18 Counsel's Fees and Costs and (e) Settlement Administration Costs. Defendant may not vary from
19 the Court approved scheduling for the distribution of the Gross Settlement Amount at all. If
20 Defendant has an objection to the Court approved distribution timeline, Defendant must seek *ex*
21 *parte* relief from the Court about its objection, unless Plaintiff agrees with Defendant otherwise.

22 44. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or
23 motion by Class Counsel for attorneys' fees of not more than Three Hundred Forty-Eight
24 Thousand Two Hundred Ninety-Eight Dollars and Fifty Cents (\$348,298.50) plus the
25 reimbursement of reasonable costs and expenses associated with the litigation and settlement of
26 the Action, in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), both
27 of which will be paid from the Gross Settlement Amount. Any portion of the requested fees or
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costs that is not awarded to the Class Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

45. Class Representative Enhancement Payment: Defendant agrees not to oppose or object to any application or motion by Plaintiff for a Class Representative Enhancement Payment of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff. The Class Representative Enhancement Payment is in exchange for the General Release of the Plaintiff's individual claims and for the time, effort and risk in bringing and prosecuting the Action. Any portion of the requested Class Representative Enhancement Payment that is not awarded to the Class Representative shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement. The Class Representative Enhancement Payment is in addition to whatever monetary settlement Plaintiff is entitled to recover from the Net Settlement Amount as a Class Member.

46. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00).

47. PAGA Payment: Fifty-Two Thousand Two Hundred Fifty Dollars and Zero Cents (\$52,250.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or Thirty-Nine Thousand One Hundred Eighty-Seven Dollars and Fifty Cents (\$39,187.50), to the California Labor and Workforce Development Agency ("LWDA"). Thirteen Thousand Sixty-Two Dollars and Fifty Cents (\$13,062.50) will be distributed to PAGA Members on a pro rata basis based on the total number of Pay Periods worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment and will be deemed to have released any claims arising out of PAGA regardless of their decision to opt-out of the class settlement. Pursuant to California Labor Code

§ 2699(1), Class Counsel will provide a copy of the “long form” Joint Stipulation of Settlement to the LWDA concurrently with the filing of the Settlement documents with the Court.

48. Net Settlement Amount for Payment of Individual Settlement Payments: The Net Settlement Amount will be used to satisfy the Participating Class Members’ Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$ 1,045,000.00
Enhancement Payment:	\$ 7,500.00
Class Counsel’s Fees:	\$ 348,298.50
Class Counsel’s Costs:	\$ 10,000.00
PAGA Payment	\$ 52,250.00
Settlement Administration Costs:	\$ <u>20,000.00</u>
Estimated Net Settlement Amount	\$ 606,951.50

49. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member’s Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member’s estimated share of the Net Settlement Amount: (Participating Class Member’s Workweeks ÷ Workweeks during Class Period) × Net Settlement Amount.

50. Calculation of Each PAGA Member’s Share of PAGA Payment: Each PAGA Member’s share of the PAGA Payment will be paid pursuant to the formula set forth herein. The Settlement Administrator will calculate the total Pay Periods for all PAGA Members by adding the number of Pay Periods worked by each PAGA Member during the PAGA Period. The

1 respective Pay Periods for each PAGA Member will be divided by the total Pay Periods for all
2 PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's
3 Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate
4 each PAGA Member's estimated share of the PAGA Payment: (PAGA Member's Pay Periods ÷
5 Pay Periods during PAGA Period) x \$13,062.50 (the employee portion of the PAGA Payment).
6 PAGA Members shall receive this portion of the PAGA Payment and will be deemed to have
7 released any claim arising out of PAGA, regardless of whether they opt out of the participation
8 regarding the class claims.

9 51. Allocation of Individual Settlement Payments and PAGA Payment: All Individual
10 Settlement Payments will be allocated as follows: twenty percent (20%) of each Individual
11 Settlement Payment will be allocated as wages, eighty percent (80%), including interest and
12 penalties non-wages, including interest and penalties, and ten (\$10) per Class Member for
13 reimbursement of business expenses. The portion of the Individual Settlement Payment allocated
14 to wages will be reported by the Settlement Administrator on an IRS Form W-2. The remaining
15 non-wage payments will be reported on an IRS Form-1099 by the Settlement Administrator.
16 Individual Settlement Payments shall be paid exclusively from the QSF, pursuant to the settlement
17 formula set forth herein. No portion of the PAGA Payment to PAGA Members will be allocated
18 to unpaid wages. One hundred percent (100%) of the PAGA portion of the Settlement will be
19 treated and paid as civil penalties. Neither Counsel for Plaintiff nor Defendant intend anything
20 contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything
21 in this Agreement be relied upon as such within the meaning of United States Treasury Department
22 Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

23 52. No Credit Toward Benefit Plans: The Individual Settlement Payments made to
24 Participating Class Members under this Settlement, as well as any other payments made pursuant
25 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
26 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,
27 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
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1 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
2 affect any rights, contributions, or amounts to which any Class Members may be entitled under
3 any benefit plans.

4 53. Settlement Administration Process: The Parties agree to cooperate in the
5 administration of the Settlement and to make all reasonable efforts to control and minimize the
6 costs and expenses incurred in administration of the Settlement. The Settlement Administrator will
7 provide the following services: a) Establish and maintain a Qualified Settlement Fund; b)
8 Calculate the Individual Settlement Payment each Participating Class Member is eligible to receive
9 and the portion of the PAGA Payment each PAGA Member shall receive; c) Print and mail the
10 Notice; d) Conduct additional address searches for mailed Notices that are returned as
11 undeliverable; e) Process Requests for Exclusion, field inquiries from Class Members; f)
12 Calculate the amounts of withholding for payments and employer's share of payroll taxes; g)
13 Print and issue all settlement payment checks, prepare IRS W2 and 1099 Tax Forms and any other
14 filings required by any governmental taxing authority; h) Provide declarations and/or other
15 information to this Court as requested by the Parties and/or the Court regarding the settlement
16 administration process; i) Provide weekly status reports to counsel for the Parties; j)
17 Posting a notice of final judgment online at Settlement Administrator's website; and k)
18 Translate the Notice from English to Spanish.

19 54. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary
20 Approval, Defendant will provide the Class List to the Settlement Administrator.

21 55. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the
22 Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members
23 via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in
24 the Class List.

25 56. Confirmation of Contact Information in the Class List: Prior to mailing, the
26 Settlement Administrator will perform a search based on the National Change of Address Database
27 for information to update and correct for any known or identifiable address changes. Any Notice
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1 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline
2 will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto
3 and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no
4 forwarding address is provided, the Settlement Administrator will promptly attempt to determine
5 the correct address using a skip-trace, or other search using the name, address telephone number
6 and/or Social Security number of the Class Member involved and will then perform a single re-
7 mailing. If any notice sent to a Class Member by the Settlement Administrator is returned as
8 undeliverable to a current employee, then Defendant shall make all reasonable efforts to obtain the
9 current address from the Class Member and provide the same within seven (7) calendar days of
10 notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice,
11 whether by skip-trace or by request, will have until the later of (a) fifteen (15) calendar days from
12 the date of the re-mailed Notice or (b) the Response Deadline to postmark a Request for Exclusion,
13 or an Objection to the Settlement.

14 57. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a)
15 information regarding the nature of the Action; (b) a summary of the Settlement's principal terms;
16 (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked
17 for Defendant during the Settlement Class Period; (e) each Class Member's estimated Individual
18 Settlement Payment and the formula for calculating Individual Settlement Payments; (f) each
19 PAGA Member's estimated portion of the PAGA Payment (if applicable) and the formula for
20 calculating PAGA Members' portion of the PAGA Payment; (g) the dates which comprise the
21 Class Period and PAGA Period; (h) the deadlines by which the Class Member must postmark
22 Requests for Exclusion, Objections to the Settlement, or Workweek Disputes; (h) the claims to be
23 released, as set forth herein; and (j) the date for the final approval hearing.

24 58. Disputed Information on Notice: Class Members will have an opportunity to
25 dispute the information provided in their Notice. To the extent Class Members dispute the number
26 of Workweeks with which they have been credited or the amount of their Individual Settlement
27 Payment or their portion of the PAGA Payment (if applicable), Class Members may produce
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1 evidence to the Settlement Administrator showing that such information is inaccurate. Absent
2 evidence rebutting Defendant's records, Defendant's records will be presumed determinative.
3 However, if a Class Member produces evidence to the contrary by the Response Deadline, the
4 Parties will evaluate the evidence submitted by the Class Member and the Parties will make the
5 final decision as to the number of eligible Workweeks that should be applied and/or the Individual
6 Settlement Payment and/or portion of the PAGA Payment to which the Class Member may be
7 entitled. If the Parties do not agree, the dispute will be submitted to the Court.

8 59. Defective Submissions: If a Class Member's Request for Exclusion is defective as
9 to the requirements listed herein, that Class Member will be given an opportunity to cure the
10 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
11 business days of receiving the defective submission to advise the Class Member that his or her
12 submission is defective and that the defect must be cured to render the Request for Exclusion valid.
13 The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar
14 days from the date of the cure letter, whichever date is later, to postmark a revised Request for
15 Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the
16 Settlement Administrator will have no further obligation to give notice of a need to cure. If the
17 revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

18 60. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
19 Action must sign and postmark a written Request for Exclusion to the Settlement Administrator
20 by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name,
21 signature, address, telephone number, dates of employment at Defendant in California, and the last
22 four digits of the Class Member's Social Security number and/or the Employee ID number; (b) the
23 case name and number; and (c) a clear statement requesting to be excluded from the settlement of
24 the class claims similar to the following: "I wish to exclude myself from the class settlement
25 reached in the matter of *Mai Vang v. Now Optics, LLC*, Madera Superior Court, Case No.
26 MCV090610. I understand that by excluding myself, I will not receive money from the settlement
27 of my individual claims." The date of the postmark on the return mailing envelope receipt
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confirmation will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted. All Class Members who do not request exclusion from the Action will be bound by all terms of the Settlement Agreement if the Settlement is granted final approval by the Court and deemed Effective under this Agreement. The Request for Exclusion shall not be effective as to the release of claims arising under the Private Attorneys General Act.

61. Defendant's Right to Rescind: If Class Members representing more than the aggregate total of five percent (5%) of the Class Members opt-out of the Settlement, Defendant may, at its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be thereby null and void. Defendant must give written notice to Class Counsel of its intent to rescind the Agreement within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of these opt-outs. If Defendant exercises its right to rescind the Agreement, Defendant shall be responsible for all Settlement Administration Costs incurred to the date of rescission. In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by Defendant.

62. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement. Class Members who opt-out of the Settlement shall not be bound by such Judgment or release. The names of Class

1 Members who have opted-out of the settlement shall be disclosed to the Counsel for both Plaintiff
2 and Defendant and noted in the proposed Judgment submitted to the Court.

3 63. Objection Procedures: To object to the Settlement, a Participating Class Member
4 must postmark a valid Objection to the Settlement Administrator on or before the Response
5 Deadline. The Objection must be signed by the Participating Class Member and contain all
6 information required by this Settlement Agreement including the employee's full name, address,
7 telephone number, the last four digits of their social security number and/or Employee ID number,
8 and the specific reason including any legal grounds for the Participating Class Member's objection.
9 The postmark date will be deemed the exclusive means for determining that the Notice of
10 Objection is timely. Participating Class Members who fail to object in the manner specified above
11 will be foreclosed from making a written objection but shall still have a right to appear at the Final
12 Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise
13 encourage Participating Class Members to submit written objections to the Settlement or appeal
14 from the Order and Judgment. Class Counsel will not represent any Class Members with respect
15 to any objections to this Settlement.

16 64. Certification Reports Regarding Individual Settlement Payment Calculations: The
17 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report
18 which certifies: (a) the number of Class Members who have submitted valid Requests for
19 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member
20 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement
21 Administrator will provide to counsel for both Parties any updated reports regarding the
22 administration of the Settlement Agreement as needed or requested.

23 65. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
24 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
25 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his
26 or her Individual Settlement Payment check and/or PAGA Payment check within 180 days, the
27 uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of
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1 California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, *et*
2 *seq.* for the benefit of those Participating Class Members and PAGA Members who did not cash
3 their checks until such time that they claim their property. The Parties agree that this disposition
4 results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net
5 Settlement Amount will be paid out to Participating Class Members and PAGA Members, whether
6 or not they all cash their Individual Settlement Payment check or PAGA payment checks.
7 Therefore, Defendant will not be required to pay any interest on such amounts. The checks for
8 Individual Settlement Payments provided to Participating Class Members and the portions of the
9 PAGA Payment to PAGA Members shall prominently state the expiration date or a statement that
10 the check will expire in one hundred eighty (180) days, or alternatively, such a statement may be
11 made in a letter accompanying the Individual Settlement Payment and/or PAGA Member payment.
12 Expired Individual Settlement Payments and/or PAGA Member payments will not be reissued,
13 except for good cause and as mutually agreed by the Parties in writing.

14 66. Administration of Taxes by the Settlement Administrator: The Settlement
15 Administrator will be responsible for calculating the amounts of withholding for payments,
16 calculating the employer’s share of payroll taxes, and issuing to Plaintiff, Participating Class
17 Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all
18 amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible
19 for forwarding all payroll taxes and penalties to the appropriate government authorities.

20 67. Tax Liability: Defendant makes no representation as to the tax treatment or legal
21 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not
22 relying on any statement, representation, or calculation by Defendant or by the Settlement
23 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that
24 they will be solely responsible for the payment of any taxes and penalties assessed on the payments
25 described herein. Defendant’s share of any employer payroll taxes and other required employer
26 withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant’s
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1 FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement
2 Amount.

3 68. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section,
4 the “acknowledging party” and each Party to this Agreement other than the acknowledging party,
5 an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written
6 communication or disclosure between or among the Parties or their attorneys and other advisers,
7 is or was intended to be, nor shall any such communication or disclosure constitute or be construed
8 or be relied upon as, tax advice within the meaning of United States Treasury Department circular
9 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon
10 his, her or its own, independent legal and tax counsel for advice (including tax advice) in
11 connection with this Agreement, (b) has not entered into this Agreement based upon the
12 recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not
13 entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party
14 to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or
15 adviser to any other Party has imposed any limitation that protects the confidentiality of any such
16 attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon
17 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,
18 including any transaction contemplated by this Agreement.

19 69. No Prior Assignments: The Parties and their counsel represent, covenant, and
20 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
21 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
22 action, cause of action or right herein released and discharged.

23 70. Release by Participating Class Members: Upon the complete funding of the Gross
24 Settlement Amount and all applicable employer-side payroll taxes by Defendant to the Settlement
25 Administrator, Participating Class Members shall fully and finally release and discharge the
26 Released Parties from the Released Class Claims. This release shall be binding on all Participating
27 Class Members.

1 71. Release by Plaintiff, State of California, LWDA, and PAGA Members: Upon the
2 complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes
3 by Defendant to the Settlement Administrator, Plaintiff, all PAGA Members, the LWDA, and the
4 State of California release the Released Parties from the Released PAGA Claims. The Parties
5 intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise bar a
6 representative action, if an aggrieved employee were to bring a subsequent claim on behalf of the
7 LWDA based on the same factual predicate as this Action and covering the same time.

8 72. Release of Additional Claim & Rights by Plaintiff: Upon the complete funding of
9 the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant to the
10 Settlement Administrator, Plaintiff agrees to release all claims known or unknown, accrued or
11 unaccrued, that he has or may have against Released Parties, including execution of a California
12 Civil Code section 1542 release and waiver, **with the exception of those allegations contained**
13 **in the matter of *Mai Vang v. Now Optics LLC, et al.*, Fresno County Superior Court Case No.**
14 **23CECG02475.** In consideration of the monetary sum provided to him by Defendant, and subject
15 to court approval, Plaintiff fully releases and forever discharges the Released Parties from any all
16 actions, causes of action, claims, charges, complaints, liabilities, obligations, promises,
17 agreements, controversies, damages, actions, suits, rights, demands, liens, costs, losses, debts,
18 penalties, fines, wages, liquidated damages, restitutionary amounts, attorneys' fees and costs,
19 interest, punitive damages and expenses (including, without limitation, back wages, penalties,
20 liquidated damages, and attorneys' fees and costs actually incurred) or liabilities of whatever kind
21 or nature, whether known or unknown, which Plaintiff has ever had, or hereafter may claim to
22 have, arising on or before the date the Agreement is signed, including, without limitation, any
23 claims for alleged violations of any contracts, express or implied (including but not limited to any
24 contract of employment); any contract or covenant of good faith or fair dealing (express or
25 implied); any tort, including, without limitation, negligence, fraud, misrepresentation under
26 California Labor Code § 970, negligent infliction of emotional distress, intentional infliction of
27 emotional distress, slander and defamation; wrongful or constructive termination; any "retaliation"

1 claims; any claims relating to any breach of public policy; any legal restrictions on Defendant's
2 right to discharge employees or refuse to hire applicants; and any federal, state, or other
3 governmental statute, regulation, order or ordinance, including, without limitation: (1) Title VII of
4 the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or
5 harassment, including retaliation for reporting discrimination or harassment); (2) 42 U.S.C. § 1981
6 (discrimination); (3) sections 503 and 504 of the Rehabilitation Act of 1973 (handicap
7 discrimination); (4) Equal Pay Act, 29 U.S.C. § 206(d) (equal pay); (5) Americans with Disabilities
8 Act, 42 U.S.C. § 12100 et seq. (disability discrimination); (6) Family and Medical Leave Act, 29
9 U.S.C. § 2601 et seq. (family/medical leave); (7) California Fair Employment and Housing Act,
10 Cal. Gov't Code § 12900 et seq. (discrimination or harassment in employment and/or housing,
11 including discrimination or harassment based on race, religious creed, color, national origin,
12 ancestry, disability, marital status, sex (including pregnancy), sexual orientation, or age, including,
13 without limitation, retaliation for reporting discrimination or harassment); (8) California Family
14 Rights Act, Cal. Gov't Code §12945.1 et seq. (family/medical leave); (9) California Labor Code,
15 including but not limited to California Labor Code § 2698 et seq. (PAGA), or any Industrial
16 Welfare Commission Wage Order; (10) the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.;
17 (11) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or
18 harassment); (12) Executive Order 11141 (age discrimination); (13) California Business and
19 Professions Code Section 17200, et. seq., and (14) Employee Retirement Income Security Act, 29
20 U.S.C. § 1000 et seq. (employee benefits), **except for the causes of action Plaintiff alleges**
21 **against Defendant in her individual action presently pending before the Fresno County**
22 **Superior Court, stylized *Mai Vang v. Now Optics, LLC et al.* (Case No. 23CECG02475).**
23 Plaintiff waives all rights and benefits afforded by California Civil Code section 1542, which
24 provides:

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

4 73. Nullification of Settlement Agreement: In the event that: (a) the Court does not
5 enter the Preliminary Approval Order and approve the Released Claims specified herein without
6 requiring material changes to the "Basic Settlement Terms" defined as relating to the monetary
7 sums to be paid in the Settlement, the parameters of the Released Claims and the covered Class
8 Period, revisions to the Increase in Workweeks provision contained herein, and revisions to
9 Defendant's Option to Nullify the Settlement Agreement provision contained herein; (b) the Court
10 does not finally approve the Settlement without requiring material changes to the Basic Settlement
11 Terms as provided herein; (c) the Court strikes or does not approve any material term of this
12 Settlement Agreement; (d) Defendant exercises its option to nullify the Settlement Agreement
13 based on an excessive number of opt-outs, as described in the above; or (e) the Settlement does
14 not become final as written and agreed to by the Parties for any other reason, then this Settlement
15 Agreement, and any documents generated to bring it into effect, will be null and void, all amounts
16 deposited into the QSF will be returned to Defendant, and the Parties shall be returned to their
17 original respective positions. Any order or judgment entered by the Court in furtherance of this
18 Settlement Agreement will likewise be treated as void from the beginning and the Stipulations and
19 Recitals contained herein shall be of no force or effect and shall not be treated as an admission by
20 the Parties or their counsel. Should the Court fail to approve this settlement for any reason, the
21 Parties agree that they will meet and confer and cooperate in good faith to attempt to reach a
22 settlement that may be approved by the Court.

23 74. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to
24 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
25 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
26 only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a
27 Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the
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1 Notice to be sent to all class Members as specified herein. In conjunction with the Preliminary
2 Approval hearing, Plaintiffs will submit this Agreement, which sets forth the terms of the
3 Settlement, and will include the proposed Notice attached as **Exhibit A**. Class Counsel shall
4 prepare and provide Defendant's counsel with no less than five (5) court days to review, provide
5 comments to, and otherwise approve any memorandum of points and authorities and proposed
6 order in support of Plaintiff's motion for Preliminary Approval. Defendant agrees that it will not
7 oppose Plaintiff's motion for Preliminary Approval. Any failure by the Court to fully and
8 completely approve the Agreement as to the Action will result in this Settlement Agreement and
9 the Memorandum of Understanding entered into by the Parties, and all obligations under this
10 Settlement Agreement and the Memorandum of Understanding being nullified and voided.

11 75. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
12 deadlines to postmark Requests for Exclusion or Objections to the Settlement Agreement, and with
13 the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
14 determine the Final Approval of the Settlement Agreement along with the amounts properly
15 payable for: (a) Individual Settlement Payments; (b) PAGA Payment; (c) Class Counsel's Fees
16 and Costs; (d) the Class Representative Enhancement Payment; and (d) the Settlement
17 Administration Costs. Class Counsel will be responsible for drafting all documents necessary to
18 obtain Final Approval. Any failure by the Court to fully and completely approve the Settlement
19 Agreement as to all of the Action, or the entry of any Order by another Court with regard to any
20 of the Action which has the effect of modifying material terms of this Agreement as described
21 above or preventing the full and complete approval of the Settlement Agreement as written and
22 agreed to by the Parties, will result in this Agreement and all obligations under this Agreement
23 being null and void. Class Counsel shall provide Defendant's counsel with no less than five (5)
24 court days to review, provide comments to, and otherwise approve any memorandum of points
25 and authorities and proposed order in support of Plaintiff's Motion for Final Approval. Defendant
26 agrees it shall not oppose the granting of the Motion for Final Approval, provided Defendant has
27 not exercised its right to rescind pursuant to the terms of this Agreement.

1 76. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by
2 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
3 Judgment to the Court for its approval. After entry of the Judgment and Effective Date of this
4 Agreement, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the
5 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration
6 matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth
7 in this Settlement.

8 77. Exhibits Incorporated by Reference: The terms of this Settlement include the terms
9 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
10 herein. Any Exhibits to this Settlement are an integral part of the Settlement.

11 78. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute
12 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
13 agreements in relation to settlement terms may be deemed binding on the Parties.

14 79. Amendment or Modification: This Settlement Agreement may be amended or
15 modified only by a written instrument signed by counsel for all Parties or their successors-in-
16 interest.

17 80. Authorization to Enter into Settlement Agreement: Counsel for all Parties warrant
18 and represent they are expressly authorized by the Parties whom they represent to negotiate this
19 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
20 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
21 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
22 counsel will cooperate with each other and use their best efforts to affect the implementation of
23 the Settlement. If the Parties are unable to reach agreement on the form or content of any document
24 needed to implement the Settlement, or on any supplemental provisions that may become
25 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court
26 or mediator to resolve such disagreement.

1 81. Binding on Successors and Assigns: This Settlement Agreement will be binding
2 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
3 defined.

4 82. California Law Governs: All terms of this Settlement Agreement and Exhibits
5 hereto will be governed by and interpreted according to the laws of the State of California.

6 83. Execution and Counterparts: This Settlement Agreement is subject only to the
7 execution of all Parties. However, the Settlement Agreement may be executed in one or more
8 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
9 of the signature page, will be deemed to be one and the same instrument provided that counsel for
10 the Parties will exchange among themselves original signed counterparts.

11 84. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe
12 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
13 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
14 litigation, taking into account all relevant factors, present and potential. The Parties further
15 acknowledge that they are each represented by competent counsel and that they have had an
16 opportunity to consult with their counsel regarding the fairness and reasonableness of this
17 Settlement.

18 85. Invalidity of Any Provision: Before declaring any provision of this Agreement
19 invalid, the Court will first attempt to construe said provision as valid, to the fullest extent possible,
20 consistent with applicable precedents so as to define all provisions of this Agreement valid and
21 enforceable.

22 86. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to
23 class certification for purposes of this Settlement only; except, however, that either party may
24 appeal any court order that materially alters the Settlement Agreement's terms. For clarity, if the
25 Class Representative Enhancement Payment is reduced by the Court, such reduction would not
26 constitute a "material alteration."

1 87. Class Action Certification for Settlement Purposes Only: The Parties agree to
2 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
3 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
4 that certification for purposes of the Settlement is not an admission that class action certification
5 is proper under the standards applied to contested certification motions and that this Agreement
6 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
7 should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than according
8 to the Settlement's terms.

9 88. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
10 dispute that has arisen between them and to avoid the burden, expense and risk of continued
11 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, is
12 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
13 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
14 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
15 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
16 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
17 as an admission or concession by Defendant of any such violations or failures to comply with any
18 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
19 Agreement and its terms and provisions shall not be offered or received as evidence in any action
20 or proceeding to establish any liability or admission on the part of Defendant or to establish the
21 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
22 local or other applicable law. Except as set forth elsewhere herein, in the event that this Agreement
23 is not approved by the Court, or any appellate court, is terminated, or otherwise fails to be
24 enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way any claims,
25 rights or remedies, or defenses in the Action, and Defendant will not be deemed to have waived,
26 limited, or affected in any way any of its objections or defenses in the Action. The Parties shall
27 be restored to their respective positions in the Action prior to the entry of this Settlement.

1 89. Captions: The captions and section numbers in this Agreement are inserted for the
2 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
3 provisions of this Agreement.

4 90. Waiver: No waiver of any condition or covenant contained in this Settlement
5 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
6 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
7 right or remedy.

8 91. Enforcement Action: In the event that one or more of the Parties institutes any legal
9 action or other proceeding against any other Party or Parties to enforce the provisions of this
10 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
11 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees
12 and costs, including expert witness fees incurred in connection with any enforcement actions.

13 92. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms
14 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
15 against one Party than another merely by virtue of the fact that it may have been prepared by
16 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
17 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

18 93. Representation By Counsel: The Parties acknowledge that they have been
19 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
20 and that this Agreement has been executed with the consent and advice of counsel and reviewed
21 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
22 Agreement.

23 94. All Terms Subject to Final Court Approval: All amounts and procedures described
24 in this Settlement Agreement herein will be subject to final Court approval.

25 95. Cooperation and Execution of Necessary Documents: The Parties agree to
26 cooperate to promote participation in the Settlement, and in seeking court approval of the
27 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
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1 Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain waivers or
2 *Pick-Up Stix* agreements from the Class Members relating to the Released Claims arising during
3 the Class Period during the Settlement approval process for the purpose of avoiding obligations
4 under the escalation provision set forth in Paragraph 41 of this Agreement. However, nothing
5 herein shall prohibit Defendant from obtaining general or specific releases in the regular course of
6 business, including in connection with employee severance agreements or the resolution of claims
7 or issues unrelated to the Released Class Claims. Defendant will work in good faith to reach an
8 agreement approved by the Court. Class Counsel shall prepare and provide Defendant's counsel
9 with no less than seven (7) court days to review, provide comments to, and otherwise approve any
10 memorandum of points and authorities and proposed order in support of Plaintiff's motion for
11 preliminary approval and Plaintiff's motion for final approval of the Settlement and proposed order
12 before the motions and supporting papers are filed with the Court. Once filed in accordance with
13 these procedures, Defendant agrees that it will not oppose Plaintiff's motion for preliminary
14 approval or motion for final approval.

15 96. Confidentiality: The Parties and their counsel agree to keep the terms of the
16 Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval, except that
17 the parties may disclose the Settlement with their attorneys and/or tax and audit professionals and
18 advisors. Plaintiff, Class Counsel, Defendant and its counsel agree that they will not issue any
19 press releases, initiate any contact with the press, respond to any press inquiry or have any
20 communication with the press about the fact, amount or terms of the Settlement Agreement.
21 Nothing in this Settlement Agreement shall limit Defendant's ability to fulfill disclosure
22 obligations reasonably required by law or in furtherance of business purposes, including the
23 fulfillment of obligations stated in this Settlement Agreement or limit Class Counsel's
24 communications with the Class Members in furtherance of approval of this Settlement.

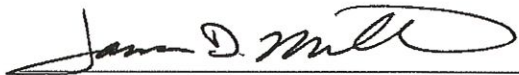
25 97. Binding Agreement: The Parties warrant that they understand and have full
26 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
27 fully enforceable and binding on all Parties and agree that it will be admissible and subject to
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1 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
2 provisions that otherwise might apply under federal or state law.

3 *[Signature Page to Follow]*
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1 Dated: November 13, 2023

RAIMONDO | MILLER, ALC

2
3 By: 
4 James D. Miller
5 Kevin B. Piercy
6 *Attorneys for Plaintiff*
7 MAI VANG

8 Dated: November 13, 2023

POLSINELLI LLP

9
10 
11 By: Noel S. Cohen
12 September Rea
13 Armida Derzakarian
14
15 Attorneys for Defendants
16 VISION PRECISION HOLDINGS, LLC
17 and NOW OPTICS, LLC
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EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

Mai Vang v. Now Optics, LLC et al.

Madera County Superior Court, Case No. MCV090610

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.

PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

To: All persons currently or formerly hourly-paid, non-exempt employees of Defendants Now Optics, LLC and Vision Precision Holdings, LLC (collectively, "Defendant") who were employed by Defendant in the state of California at any time between June 10, 2018 to October 27, 2023.

BASIC INFORMATION

1. What is this settlement about?

Plaintiff Mai Vang ("Plaintiff") filed a class action lawsuit against Defendants Now Optics, LLC and Vision Precision Holdings, LLC (collectively, "Defendant"), entitled *Mai Vang v. Now Optics, LLC, et al.*, Madera County Superior Court (the "Lawsuit"), on or around October 25, 2023. The Lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to pay all regular wages, minimum wages and overtime wages due, failed to provide meal periods or compensation in lieu thereof, failed to provide rest periods or compensation in lieu thereof, failed to provide complete, accurate wage statements, failed to pay wages timely at separation, failed to pay regular rate wages based on overtime, meal period premiums and/or sick pay, failed to reimburse all business expenses and engaged in unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act ("PAGA").

Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case. Nothing in this Settlement is intended to or will be construed as an admission by Defendant that Plaintiff's claims in the Lawsuit have merit or that Defendant bears any liability to Plaintiff or the Class on the claims.

2. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Plaintiff), sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. One court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Madera County Superior Court (the "Court") is in charge of the Lawsuit.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement” or “Settlement”).

On [DATE], the Court granted preliminary approval of the Settlement, appointed Plaintiff as the Class Representative, and appointed their attorneys James D. Miller and Kevin P. Piercy of RAIMONDO | MILLER, ALC, as counsel for the Class (“Class Counsel”).

The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

0. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a non-exempt hourly-paid employee in the state of California at any time between June 10, 2018 to October 27, 2023.

THE SETTLEMENT BENEFITS—WHAT YOU GET

1. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of One Million Forty-Five Thousand Dollars and Zero Cents (\$1,045,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel. The Gross Settlement Amount is exclusive of employer’s share of any applicable payroll taxes, and any such employer-side payroll taxes shall be paid by Defendant separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount plus any applicable employer-side payroll taxes shall be the maximum amount Defendant is required to pay under the Settlement.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion (“Participating Class Members”). The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. Attorneys’ Fees to Class Counsel** not to exceed thirty percent (33%) of the Gross Settlement Amount or Three Hundred Forty-Eight Thousand Two Hundred Ninety-Eight Dollars and Fifty Cents (\$348,298.50);
- B. Litigation Costs/Expenses to Class Counsel** not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00);
- C. Service Payment to the Class Representative** in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff;

D. Settlement Administration Costs which are currently estimated to be Twenty Thousand Dollars and Zero Cents (\$20,000.00);

E. PAGA Payment to the LWDA and PAGA Members Fifty-Two Thousand Two Hundred Fifty Dollars and Zero Cents (\$52,250.00) of the Gross Settlement Amount will be allocated toward penalties under the PAGA of which Thirty-Nine Thousand One Hundred Eighty-Seven Dollars and Fifty Cents (\$39,187.50) will be paid to the California Labor and Workforce Development Agency. The remaining twenty-five percent (\$13,062.50.00) will be distributed to "PAGA Members" who worked for Defendant between June 21, 2022 to October 27, 2023, on a *pro rata* basis for the release of claims arising under PAGA.

The portion of the Net Settlement Amount that you are eligible to claim ("Settlement Payment") will be determined on a *pro rata* basis, based on the number of workweeks you worked in California as an hourly-paid non-exempt employee for Defendant from June 10, 2018 through October 27, 2023 ("Workweeks").

If you are a PAGA Member, the portion of the PAGA Payment you are eligible to receive will also be determined on a *pro rata basis*, based on the number of pay periods you worked in California as an hourly-paid non-exempt employee for Defendant from May 9, 2022 to October 27, 2023 ("Pay Periods"). Your Settlement Payment will be apportioned as twenty percent (20%) wages, and eighty percent (80%) as non-wages, including interest and penalties. [Any portion of the PAGA Payment paid to you as a PAGA Member will be treated as civil penalties.] The wage portion of the Settlement Payment will be subject to withholding for the employee and will be reported on a W-2 Form. Employer-side payroll taxes will be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each Settlement Payment and the entirety of the PAGA Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX Workweeks between June 10, 2018 and October 27, 2023. Your estimated Settlement Payment is \$XXX.XX. The amount of your estimated Settlement Payment is subject to change depending on the number of timely and valid Requests for Exclusions submitted, payments approved by the Court, and other potential factors.

[Your estimated portion of the PAGA Payment is \$XX.XX.]

Your estimated Settlement Payment [and portion of the PAGA Payment] was determined based on Defendant's record of your employment between June 10, 2018 and October 27, 2023, and is presumed correct. If you dispute the accuracy as to the number of weeks worked during the period described above you must contact the Settlement Administrator and provide any documentation you have supporting such dispute. Submission of these documents must be postmarked before [60 calendar days from the date of mailing]. All disputes regarding your Workweeks will be resolved and decided by the Parties after you submit evidence to the Settlement Administrator. If the parties do not agree, the dispute will be submitted to the Court. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]

[Address]

[Telephone No.]

HOW TO GET A PAYMENT FROM THE NET SETTLEMENT AMOUNT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth in the Settlement Agreement, Plaintiff and all Class Members who choose to participate in the settlement shall release the “Released Parties” from the “Released Class Claims” for the “Class Period.”

The “Released Parties” means Defendant and Defendant’s parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns and joint venturers past, present and/or future, and each of their direct and/or indirect officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, and administrators.

The “Released Class Claims” means any and all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative Complaint in this Action, and the May 9, 2023 PAGA Notice, including the following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to provide complete, accurate wage statements; (v) failure to pay wages timely at time of separation; (vi) failure to pay regular rate wages based on overtime, meal period premiums and/or sick pay; (vii) failure to reimburse all business expenses, and (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative Complaint. This release shall apply to claims arising during the Class Period and should advise that the Participating Class Members have not opted out, and as a result, understand that they cannot participate in the Dopp Action for any claims or receive any damages or compensation for such claims during the Class Period. Participating Class Members also shall be deemed to have acknowledged and agreed that that the Released Class Claims are disputed, the payments set forth herein constitute full payment of any amounts alleged due to them for the Released Class Claims, and that California Labor Code Section 206.5 is not applicable. The release of these claims pertains to the Class Period from August 5, 2016, through January 1, 2023.

Additionally, upon the funding of the Gross Settlement Amount, Plaintiff, all PAGA Members, the LWDA and State of California shall release the Released Parties from any and all PAGA claims that could have been asserted under the California Labor Code Private Attorneys General Act of 2004 based on the same or similar factual allegations and claims in the operative Complaint in this Action or any PAGA notice submitted by Plaintiff to the LWDA, for the

PAGA Period (“Released PAGA Claims”). The request for exclusion does not apply to the Released PAGA Claims and shall have preclusive effect on the LWDA for claims for penalties under PAGA based on the same factual predicate that arose between June 21, 2022 and October 27, 2023 (the “PAGA Period”).

EXCLUDING YOURSELF FROM THE RELEASE

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the request for exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this Action similar to the following: “I wish to exclude myself from the class settlement reached in the matter of *Mai Vang v. Now Optics, LLC, et al.*, Madera County Superior Court, Case No. MCV090610. I understand that by excluding myself, I will not receive money from the settlement of my individual claims.”

The written request for exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [60 calendar days from the date of mailing]. You cannot exclude yourself by phone.

I [Settlement Administrator]
[Address]
[Telephone No.
[Fax No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

9. If I don’t exclude myself, can I sue Defendants for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and Released Parties for the Released Class Claims. If you have a pending lawsuit involving Released Class Claims, speak to your lawyer immediately.

4. If I exclude myself, can I get money from this settlement?

No. (Except if you worked for Defendant in California between June 21, 2022 to October 27, 2023, in which case you will still receive money as a PAGA Member from the portion of the settlement allocated to resolve claims under PAGA.). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

5. Do I have a lawyer in this case?

The Court has approved RAIMONDO | MILLER, ALC, as Class Counsel. The firm's contact information is:

Anthony Raimondo, #200387

apr@raimondomiller.com

James D. Miller, #207709

jdm@raimondomiller.com

Kevin B. Piercy, #322039

kbp@raimondomiller.com

Taylor Ealnd, #343670

tre@raimondomiller.com

RAIMONDO | MILLER, a Law Corporation

Mailing Address: P.O. Box 28100

Fresno, CA 93729

Telephone: (559) 432-3000

Facsimile: (559) 432-2242

12. How will the lawyers be paid?

Class Counsel will ask the Court to award attorneys' fees of up to \$348,298.50 and reimbursement of litigation cost/expenses not to exceed \$10,000.00 from the Gross Settlement Amount. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

13. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [60 calendar days from the date of mailing]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason

for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

14. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. You cannot submit both an objection and Request for Exclusion.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing").

15. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at _____ a.m./p.m. on [____, 2024], at the Madera County Superior Court.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

16. Do I have to come to the hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf.

17. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at www.com.

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Net Settlement Amount, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or Released Parties about the Released Class Claims, ever again.

GETTING MORE INFORMATION

19. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

20. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE
LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE**

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**JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT;
AND MOTION FOR PRELIMINARY APPROVAL**

☐ **BY PERSONAL DELIVERY:** I personally delivered the document(s) to the person(s) at the address(es) set forth below. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office, between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and six in the evening.

I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Fresno, California.

☒ **BY ELECTRONIC SUBMISSION:** Based on a court order or an agreement of the parties to accept electronic service, I caused the document(s) to be sent to the person(s) at the electronic service address(es) listed below.

1 Noel S. Cohen, Esq.
2 September Rea, Esq.
3 Armida Derzakarian, Esq.
4 **POLSINELLI LLP**
5 2049 Century Park East, Suite 2900
6 Los Angeles, CA 90067
7 ncohen@polsinelli.com
8 srea@polsinelli.com
9 aderzakarian@polsinelli.com
10 Tel: (310) 556-1801
11 Fax: (310) 556-1802

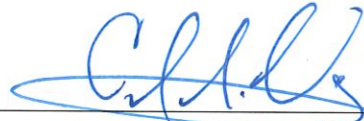
12 *Attorneys for Defendants VISION PRECISION HOLDINGS, LLC*
13 *and NOW OPTICS, LLC*

14 I am aware that on motion of the party served, service is presumed invalid if postal
15 cancellation date or postage meter date is more than one day after date of deposit for mailing in
16 affidavit.

17 I declare under penalty of perjury under the laws of the State of California that the
18 above is true and correct.

19 Executed on December 6, 2023, at Fresno, California.

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Cesar Vargas