SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

MARY HIGGINS, on behalf of the State of California, as a private attorney general,

Plaintiff,

vs.

SPIGEN INC., a California Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: **30-2024-01376537-CU-OE-CXC**

[PROPOSED] ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT

Hearing Date: October 22, 2026
Hearing Time: 2:00 pm

Judge: Hon. Layne H. Melzer
Dept.: CX102

Action Filed: January 30, 2024
Trial Date: Not Set

ORDER AND JUDGMENT

1. Plaintiff Mary Higgins ("Plaintiff") moves for approval of the settlement of Plaintiff's claims under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to California Labor Code § 2699(l), against Defendant Spigen, Inc. ("Defendant").

2. Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as private attorney general with respect to the PAGA claims being released under the terms of the Amended PAGA Settlement Agreement ("Settlement Agreement"), which is incorporated by reference. The California Labor Workforce Development Agency was provided with notice of the Settlement and the motion for approval of the PAGA settlement via its online process and no objection has been received to the settlement or the motion from the Labor Workforce Development Agency.

3. The Parties seek approval of the settlement of Plaintiff's PAGA claims and the PAGA Payment to be paid as part of the settlement as set forth in the Settlement Agreement, which is attached hereto as Exhibit 1. The settlement provides for a Gross PAGA Settlement Amount in the total sum of $190,000.00, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed $5,245.00) for Apex Class Action Administration to administer the settlement, PAGA Counsel Fees Payment in the amount of $57,000.00 (30% of the Gross Settlement Amount), and PAGA Counsel Litigation Expenses Payment in the amount of $17,476.07. The PAGA Payment of no less than $110,278.93, which is the amount remaining of the Gross PAGA Settlement Amount after deduction of the Administration Expenses Payment, PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, shall be allocated to Labor Code 2699 penalties, including other civil penalties specified in the Labor Code, of which 75% of the payment will be paid to the LWDA (no less than $82,709.20) and 25% will be paid to the Aggrieved Employees (no less than $27,569.73).[1]

4. The Court, having reviewed the evidence and papers submitted and argument of counsel, pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Plaintiff's motion and

[1] The Net Settlement Amount is calculated as follows: $190,000.00 (gross settlement) - $5,245.00 (admin.) - $57,000 (attorneys' fees) - $17,476.07 (attorneys' costs) = $110,278.93 (net settlement).

approves the PAGA settlement as set forth in the Settlement Agreement, which shall be allocated and paid out as set forth in the Settlement Agreement.

5. The "PAGA Members" are defined as all individuals who are or were employed by Defendant in California, including any employees staffed with Defendant by a third party, and classified as non-exempt employees at any time during the PAGA Period. The PAGA Period is the period from October 9, 2022 and ending on October 19, 2025. The Notice of PAGA Settlement, attached hereto as Exhibit 2, and the Notice of PAGA Settlement translated into Korean, attached hereto as Exhibit 3, will be mailed to the PAGA Members to notify the PAGA Members of the settlement.

6. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount, Defendant and the Released Parties (as defined in the PAGA Settlement Agreement) shall be entitled to a release of the Released PAGA Claims. The "Released PAGA Claims" are all claims for any Violations of PAGA that were alleged, or that reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice submitted by Plaintiff to the LWDA, arising from events that occurred during the PAGA Period. The Released PAGA Claims expressly does not extend to any claims for violations of statutes other than PAGA, any claims arising from events occurring outside of the PAGA Period, or any claims that cannot be released as a matter of law.

7. After entry of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure § 664.6, retain jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

8. The court orders the parties and the Settlement Administrator to administer the settlement in accordance with the terms of the Settlement Agreement.

9. A final accounting hearing is scheduled for December 2, 2027 at 2:00 pm. Counsel shall submit a final administrator's report at least 16 court days before the hearing addressing the

status of the settlement administration, including the actual amounts paid to the aggrieved employees and the other amounts distributed under the settlement, including any uncashed checks.

10. Plaintiff is order to give notice, including to the LWDA, and to file a proof of service.

IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.

DATED:_____

_____
THE HONORABLE LAYNE H. MELZER
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

AMENDED PAGA SETTLEMENT AGREEMENT

This Amended PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Mary Higgins ("Plaintiff") and defendant Spigen Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant captioned *Mary Higgins v. Spigen Inc.* (Case No. 30-2024-01376537-CU-OE-CXC) filed on January 30, 2024 and pending in Superior Court of the State of California, County of Orange.

1.2. "Administrator" means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.5. "Court" means the Superior Court of California, County of Orange.

1.6. "Defendant" means named defendant Spigen Inc.

1.7. "Defense Counsel" means William R. H. Mosher and Celine Sim of the law firm of Lewis Brisbois Bisgaard & Smith LLP.

1.8. "Effective Date" means the date on which the Court's order approving the settlement and its entry of Judgment become Final, which shall mean the latest of the following as applicable: (i) if there is no appeal, the date that is 65 days after the Judgment; (ii) if there is an appeal of the Court's judgment, the date the order and judgment approving the settlement are affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (iii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the order

and judgment approving the settlement are affirmed pursuant to such petition.

1.9. "Gross PAGA Settlement Amount" means the total sum of $190,000.00 which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Award and the Administrator Expenses.

1.10. "Individual PAGA Payment" means the PAGA Member's pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the PAGA Member worked during the PAGA Period.

1.11. "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.12. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.13. "LWDA PAGA Payment" means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).

1.14. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *Et seq*.).

1.15. "PAGA Counsel" means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik and Nicholas J. De Blouw of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiff and the PAGA Members in the Action. The Parties stipulate to the appointment of Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik and Nicholas J. De Blouw as PAGA Counsel for purposes of settlement only. If the Court does not grant approval of the Settlement, the Parties will not stipulate to the appointment of Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik and Nicholas J. De Blouw as PAGA Counsel.

1.16. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.17. For purposes of this Settlement, "PAGA Members" means all individuals who are or previously were employed by Defendant in California, including any employees staffed with Defendant by a third party, and classified as non-exempt employees during the PAGA Period.

1.18. "PAGA Member Data" means a confidential list containing all information needed to identify and locate the PAGA Members, process payments, and process claims for payments. This information may include, but may not be limited to, the PAGA Members' names, dates of employment, last known addresses, last know phone numbers, social security numbers, and any other information required to effectuate the Agreement.

1.19. "PAGA Member Address Search" means the Administrator's investigation and search for current PAGA Member mailing addresses using the National Change of Address database and skip traces.

1.20. "PAGA Notice" means Plaintiff Mary Higgins's October 9, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.21. "PAGA Payment" means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Award and Administration Expenses Payment, which after these deductions is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the PAGA Members and the 75% to LWDA in settlement of the asserted PAGA claims.

1.22. "PAGA Pay Period" means any Pay Period during which an PAGA Member worked for Defendant for at least one day during the PAGA Period.

1.23. For purposes of this Settlement, "PAGA Period" means the period between October 9, 2022 and October 19, 2025.

1.24. "Payment Deadline" means the date by which Defendant must deposit the Gross Settlement Amount into a QSF account established by the Administrator, *i.e.*, within thirty (30) days of the Effective Date.

1.25. "Plaintiff" means Mary Higgins, the named plaintiff in the Action.

1.26. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5.2 below.

1.27. "Released Parties" means Defendant; its present, former, or future owners, subsidiaries, parents, officers, members, directors, shareholders, partners, employees, d/b/a's, successors, predecessors, and/or assigns.

1.28. "Service Award" means the service payment made to the Plaintiff in order to compensate her for initiating the Action, performing work in support of the Action, and undertaking the risk of liability for Defendant's expenses.

1.29. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.30. "Settlement Notice" means the settlement notices sent to the PAGA Members, which shall contain language substantially similar to the form attached hereto as Exhibit A and which shall be provided in both English and Korean, that shall inform the PAGA Members that all claims they might possess against Defendant for Violation of PAGA based on events occurring during the PAGA Period have been released by virtue of the Settlement and shall also inform the PAGA Members that they assume full responsibility and liability for the payment of any taxes due on their Individual PAGA Payment.

2. RECITALS

2.1. On January 30, 2024, Plaintiff commenced the Action by filing a Representative Action Complaint against Defendant alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq*.]. The Representative Action Complaint is the operative complaint in the Action (the "Operative Complaint.") Defendant denies the allegations in the Operative Complaint and the PAGA Notice, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On May 22, 2025, the Parties participated in an all-day mediation presided over by Kelly Knight, Esq. which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, documents relating to Defendant's policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more.

2.5. The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross PAGA Settlement Amount. Except as provided in Paragraph 8 below, Defendant promises to pay $190,000.00 and no more as the Gross PAGA Settlement Amount. The Gross Settlement Amount includes the Individual PAGA Payments to the PAGA Members, the Service Award, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount unless the Court grants approval of this Settlement or prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring PAGA Members to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendant.

3.2. Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross PAGA Settlement Amount which is currently estimated to be $63,333 and PAGA Counsel Litigation Expenses Payment of not more than $19,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds

Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed $5,770 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $5,770, the Administrator will allocate the remainder to the PAGA Payment.

3.2.3 To the LWDA and PAGA Members: PAGA Payment in the amount of not less than $92,667 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than $69,500.25) allocated to the LWDA PAGA Payment and 25% (no less than $23,166.75) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Period Pay Periods. The Administrator will have the final decision on any disputes that arise regarding the PAGA Members' information (e.g. the number of pay periods attributable to each member). PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.4 To Plaintiff: Plaintiff shall be entitled to request from the Court a Service Award payment in the amount of $10,000.00. This amount shall be paid exclusively from the Gross PAGA Settlement Amount. Defendant shall not oppose Plaintiff's request for a Service Award in this amount. In the event the Service Award is approved for less than $10,000.00 to the Plaintiff, the unawarded difference will be added to the PAGA Payment and not to Plaintiff, PAGA Counsel, or Defendant. This payment will be reported on an IRS Form 1099 issued to the Plaintiff by the Settlement Administrator and Plaintiff shall assume full responsibility and liability for the payment of any taxes due on such award. Notwithstanding any other term of this Settlement Agreement, any rejection or reduction by the Court of the Service Award shall not affect the enforceability of the Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. PAGA Member Pay Periods. Based on a review of its records to date, Defendant estimates there are 271 PAGA Members who worked a total of 10,729 PAGA Pay

Periods during the PAGA Period.

4.2. PAGA Member Data. Within fourteen (14) days of the Payment Deadline, Defendant will provide the Administrator with the PAGA Member Data in the form of a Microsoft Excel spreadsheet. To protect PAGA Member' privacy rights, the Administrator must maintain the PAGA Member Data in confidence, use the PAGA Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Member Data to Administrator employees who need access to the PAGA Member Data to effect and perform under this Agreement. The Administrator shall ensure that the PAGA Notice and any other communications to the PAGA Members shall not include any person's social security number, except for the last four digits. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Member Data omitted employee identifying information and to provide corrected or updated PAGA Member Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA Member Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Member Data.

4.3. Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date, *i.e.*, by the Payment Deadline.

4.4. Payments from the Gross PAGA Settlement Amount. Within seven (7) days after its receipt of the PAGA Member Data, the Administrator shall provide the Parties with its calculations of the pay periods worked by the PAGA Members during the PAGA Period. Within twenty-one (21) days after of its receipt of the PAGA Member Data, the Administrator will mail the Settlement Notices, and the checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Service Award and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date (which is 180 days after the date of mailing) when the check will be voided. The Administrator will promptly cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a PAGA Member Address Search for all PAGA Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the PAGA Member Address Search. The Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, requested by the PAGA Member prior to the void date.

4.4.3. For any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall promptly transmit the funds represented by such checks to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the PAGA Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any liability for any Violations of PAGA that were alleged, or that reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice submitted by Plaintiff to the LWDA, arising from events that occurred during the PAGA Period ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for violations of statutes other than PAGA, any claims arising from events occurring outside of the PAGA Period, any claims that are being separately released pursuant to the Individual Settlement Agreement between the Parties, or any claims that cannot be released as a matter of law. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.2 Release by PAGA Members:

All PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all "Released PAGA Claims". "Released PAGA Claims" means all claims for any Violations of PAGA that were alleged, or that reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice submitted by Plaintiff to the LWDA, arising from events that occurred during the PAGA Period. The Released PAGA Claims expressly does not extend to any claims for violations of statutes other than PAGA, any claims arising from events occurring outside of the PAGA Period, any claims that are being separately released pursuant to the Individual Settlement Agreement between the Parties, or any claims that cannot be released as a matter of law. The PAGA Members shall not possess the right to opt out of the Settlement.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and PAGA Notice, and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. Plaintiff shall prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of PAGA Member Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with PAGA Members or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section

2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with PAGA Members and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's PAGA Settlement Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. PAGA MEMBER SIZE ESTIMATES and ESCALATOR CLAUSE The Parties have agreed to the terms set forth herein based on their estimate that the PAGA Members worked approximately 9,770 pay periods between the start of the PAGA Period through May 22, 2025. However, should the Administrator determine that the actual number of pay periods during the PAGA Period is more than 10% greater than this figure (i.e., if there are more than 10,747 pay periods worked by the PAGA Members), Defendant shall increase the Gross PAGA Settlement Amount pro rata for every additional pay period worked by the PAGA Members above that 10% threshold (e.g. if the number of pay periods worked by the PAGA Members is 11% higher than 9,770, Defendant shall increase the Gross PAGA Settlement Amount by 1%).

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to C.C.P. Section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the PAGA Payment.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed

claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. Defendant expressly denies all liability for any wrongdoing alleged by Plaintiff. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation or legal or regulatory matter (except for proceedings to enforce or effectuate this Settlement and Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the PAGA Settlement and superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Cooperation. The Parties to this MOU pledge their good faith and fair dealing in supporting the approval of this Settlement by the Court, and shall not encourage or solicit any PAGA Members to object to the Settlement or file any new claims against Defendant.

10.4 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.5 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.6 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.7 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.8 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.9 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.10 Confidentiality. Other than information necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than "the matter has been resolved" or "the matter has settled." The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private.

10.11 Attorneys' Fees and Costs. Except as otherwise set forth in this Agreement, the Parties agree that each shall bear their own respective attorneys' fees and costs incurred in this Action, with the exception of any dispute regarding the payment of the Gross PAGA Settlement Amount. In the case of a dispute regarding the payment of the Gross PAGA Settlement Amount, the prevailing party shall be entitled to recover their attorneys' fees and costs.

10.12 No Additional Recovery. It is the intent of this Agreement that Plaintiff and the PAGA Members shall not recover, directly or indirectly, any sums from the Released Parties related to the Released PAGA Claims other than the funds received pursuant to this Agreement. Accordingly, should Plaintiff or any PAGA Member pursue any individual or entity who is not a Released Party for any sums related to the Released PAGA Claims, and should it be determined that any Released Party is liable to such individual or entity for contribution or indemnity

in connection therewith, this Agreement shall act as a release of that individual or entity for any claims that would require such contribution or indemnity.

10.13 Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and this Agreement has been executed with the consent and advice of counsel and reviewed in full.

10.14 Use and Return of PAGA Member Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with discovery, the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of PAGA Member Data and PAGA Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of PAGA Member Data.

10.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:
Norman Blumenthal
norm@bamlawca.com
Kyle R. Nordrehaug
kyle@bamlawca.com
Aparajit Bhowmik
aj@bamlawca.com
Nicholas J. De Blouw
deblouw@bamlawca.com

Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, California 92037
Phone: (858) 551-1223
Facsimile: (858) 551-1232

To Defendant: LEWIS BRISBOIS BISGAARD & SMITH LLP
William R. H. Mosher
william.mosher@lewisbrisbois.com
633 West 5th Street, Suite 4000
Los Angeles, California 90071
Telephone: (215) 250-1800
Facsimile: (215) 250-7900

10.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.19 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.

10.20 No Other Pending Claims. Plaintiff represents that she does not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of her employment with Defendant, or otherwise related to Defendant.

10.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

10.22 Conditional Nature. This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the PAGA Notice and the Action. This Agreement and the settlement it evidences are made in compromise of disputed claims. Because the Action is a PAGA action, this Agreement must receive approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. If the Court does not enter an order granting approval of the Agreement, resulting in the dismissal of the entire Action, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever, and the negotiation, terms, and entry of the Agreement shall remain subject to the provisions of California Evidence Code §§1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

Dated: 10/14/2026

Mary Higgins
Mary Higgins (Oct 14, 2026 13:29:08 PDT)

Plaintiff Mary Higgins

Dated: _____

_____

_____[name]

For Defendant Spigen Inc.

APPROVED AS TO FORM ONLY:

Dated: 10/21/26

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorneys for Plaintiff

Dated: _____

_____
William R. H. Mosher

Lewis Brisbois Bisgaard & Smith LLP
Attorneys for Defendant

Docusign Envelope ID: F13231B0-59AE-855B-83DD-69099D9BBE3B

10.22 Conditional Nature. This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the PAGA Notice and the Action. This Agreement and the settlement it evidences are made in compromise of disputed claims. Because the Action is a PAGA action, this Agreement must receive approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. If the Court does not enter an order granting approval of the Agreement, resulting in the dismissal of the entire Action, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever, and the negotiation, terms, and entry of the Agreement shall remain subject to the provisions of California Evidence Code §§1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

Dated: _____ _____

Plaintiff Mary Higgins

Dated: 10/19/2026 _____

DAEYOUNG KIM [name]

For Defendant Spigen Inc.

APPROVED AS TO FORM ONLY:

Dated: _____ _____

Kyle Nordrehaug
Nicholas De Blouw
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorneys for Plaintiff

Dated: 10/19/2026 _____

William R. H. Mosher

Lewis Brisbois Bisgaard & Smith LLP
Attorneys for Defendant

EXHIBIT A

NOTICE OF PAGA SETTLEMENT

Mary Higgins v. Spigen Inc.
Orange County Superior Court Case No. 30-2024-01376537-CU-OE-CXC

This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE EMPLOYED BY SPIGEN INC. ("DEFENDANT") IN CALIFORNIA AS A NON-EXEMPT EMPLOYEE ANY TIME BETWEEN OCTOBER 9, 2022 AND OCTOBER 19, 2025, INCLUDING EMPLOYEES STAFFED WITH DEFENDANT BY A THIRD PARTY, THIS PAGA SETTLEMENT AFFECTS YOUR RIGHTS.

A settlement (the "Settlement") has been reached in the lawsuit entitled *Mary Higgins v. Spigen Inc.,* Orange County Superior Court Case No. 30-2024-01376537-CU-OE-CXC (the "Action"). The Settlement resolves the Action. The purpose of this Notice is to explain to you why you are receiving a portion of the Settlement proceeds.

Who is affected by this proposed Settlement?
The Court has designated for settlement purposes the following persons as "PAGA Members," who are entitled to a portion of the Settlement proceeds:

"all individuals who are or previously were employed by Defendant in California, including any employees staffed with Defendant by a third party, and classified as non-exempt employees during the PAGA Period."

The "PAGA Period" means the period from October 9, 2022 through October 19, 2025. According to Defendant's records, you are one of the PAGA Members.

What is this case about?
In the Action, Plaintiff Mary Higgins ("Plaintiff") alleged that Defendant violated the California Private Attorneys General Act of 2004 ("PAGA") [Lab. Code § 2699, *et seq*.] by failing to pay all required minimum wages, failing to pay all required overtime wages, failing to provide all required meal periods, failing to provide all required rest breaks, failing to provide accurate wage statements, failing to reimburse all required business expenses, and failing to pay all required sick pay. Defendant denied all liability and was confident it had strong legal and factual defenses to Plaintiff's claims.

The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses. Instead, in order to avoid the expensive and time-consuming process of litigation, Plaintiff and Defendant (the "Parties") have decided to voluntarily end the Action. This Settlement is a compromise of highly disputed claims reached after good faith, arm's-length negotiations between the Parties, through their respective attorneys, and is not an admission of liability by Defendant, who continues to deny any wrongdoing and maintains that it fully complied with California law. The Court approved the Settlement and entered judgment on _____. You may obtain copies of the judgment and other case documents at the Court's website: www.occourts.org.

What are the Settlement terms?
Defendant will pay $190,000 (the "Gross Settlement Amount"), which shall be allocated as follows: (a) payment of PAGA Counsel's attorneys' fees in the amount of $_____, (b)

payment of a Service Award to Plaintiff in the amount of $10,000, (c) payment of PAGA Counsel's costs in the amount of $_____, (c) payment of the Settlement Administrator's costs in the amount of $_____, (d) payment of $_____ to the California Labor and Workforce Development Agency ("LWDA"); and (e) payment of $_____ to the PAGA Members.

The amount allocated to the LWDA is required by Labor Code §2699 as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019). Because this Action was filed prior to June 2024, the allocation of civil penalties is 75% to the LWDA and 25% to the PAGA Members.

Pursuant to the Settlement, all PAGA Members will be deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all "Released PAGA Claims". "Released PAGA Claims" means all claims for any Violations of PAGA that were alleged, or that reasonably could have been alleged, based on the facts stated in the Complaint in the Action and the PAGA Notice submitted by Plaintiff to the LWDA, arising from events that occurred during the PAGA Period. The Released PAGA Claims expressly does not extend to any claims for violations of statutes other than PAGA, any claims arising from events occurring outside of the PAGA Period, any claims that are being separately released pursuant to the Individual Settlement Agreement between the Parties, or any claims that cannot be released as a matter of law. The PAGA Members do not have the right to opt out of the Settlement.

The "Released Parties" include Defendant and its present, former, or future owners, subsidiaries, parents, officers, members, directors, shareholders, partners, employees, d/b/a's, successors, predecessors, and/or assigns.

The Individual PAGA Payment to you will be classified as other miscellaneous income and will be reported on IRS Form 1099-MISC.[1] Your share was calculated based on the number of pay periods you worked for Defendant during the PAGA Period. You will not be retaliated against, including by Defendant, for cashing your Individual PAGA Payment check.

All checks will remain valid and negotiable for one hundred eighty (180) days from the date of the check's issuance and will automatically be void if not cashed within that time. Any funds that are not claimed by that deadline will be sent to the California State Controller for deposit in the Unclaimed Property Fund in the name of the individual to whom they were originally issued.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

The entity designated to administer this Settlement can be reached here: Michael Sutherland, Apex Class Action LLC, mike@apexclassaction.com.

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1 One hundred percent (100%) of your payment under this Settlement will be considered penalties, and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences, if any, of your payment. Neither Plaintiff nor Defendant has made any representations or warranties regarding the taxation of your payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

Plaintiff's counsel is Blumenthal Nordrehaug Bhowmik De Blouw LLP and can be reached here: Nicholas De Blouw, 2255 Calle Clara, La Jolla, CA 92037, deblouw@bamlawca.com.

Defendant's counsel is Lewis Brisbois Bisgaard & Smith, LLP and can be reached here: William R.H. Mosher, Esq., Lewis Brisbois Bisgaard & Smith, LLP, 633 West 5th Street, Suite 4000, Los Angeles, CA 90071, Tel: (213) 250-1800, Email: William.Mosher@lewisbrisbois.com.

EXHIBIT 2

NOTICE OF PAGA SETTLEMENT

Mary Higgins v. Spigen Inc.,

Superior Court of the State of California, County of Orange, Case No. 30-2024-01376537-CU-OE-CXC

Apex Class Action Administration
P.O. Box _____
_____
Telephone: _____

«Barcode» «BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

You are receiving this notice as a result of a lawsuit brought on a representative basis under the California Private Attorneys General Act, Labor Code § 2698 *et seq.* ("PAGA") by Plaintiff Mary Higgins ("Plaintiff") acting in a private attorney general capacity against Defendant Spigen, Inc. (the "Action"). PAGA permits employees to bring an action on behalf of the State of California to recover civil penalties for Labor Code violations; 75% of the penalties recovered are paid to the Labor and Workforce Development Agency (LWDA) and 25% to the aggrieved employees. Through the Action, Plaintiff sought to recover civil penalties for purported violations of the California Labor Code on behalf of all individuals employed by Defendant in hourly, non-exempt positions in California at any time during the PAGA Period (the "Aggrieved Employees"). The PAGA Period is October 9, 2022, through October 19, 2025.

Defendant denies all claims and allegations in the Action, denies that they owe any penalties to Plaintiff and/or the Aggrieved Employees, and asserts that they have fully complied with all applicable Labor Code and all other provisions of law noted below. Nevertheless, to avoid further costs and time in defending the Action, Defendant has settled the Action, and the Court has approved the settlement and release of all "Released PAGA Claims." "Released PAGA Claims" means all claims for any Violations of PAGA that were alleged, or that reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice submitted by Plaintiff to the LWDA, arising from events that occurred during the PAGA Period. The Released PAGA Claims expressly does not extend to any claims for violations of statutes other than PAGA, any claims arising from events occurring outside of the PAGA Period, or any claims that cannot be released as a matter of law. By Judgment dated November 4, 2026, the Superior Court of California for the County of Orange approved the settlement of the Action and the Released PAGA Claims.

The Agreement negotiated by the Parties provides for a "Gross Settlement Amount" payment in the amount of $190,000 to resolve the Released PAGA Claims. After certain deductions, the amount remaining is the Net Settlement Amount, which is estimated to be no less than $110,278.93. Of the Net Settlement Amount, seventy-five percent (75%) (no less than $82,709.20) will be paid to the LWDA and the remaining twenty-five percent (25%) (no less than $27,569.73) will be paid to the Settlement Employees.

The Individual PAGA Payment for each Settlement Employee shall be based on the number of pay periods each Settlement Employee worked during the PAGA Period as a Settlement Employee, as a percentage of the total pay periods worked by *all* Aggrieved Employees from October 9, 2022 to October 19, 2025.

The Parties agree there is no statutory right for any Aggrieved Employee to object, opt out or otherwise exclude himself or herself from the Settlement. Nor is there any right for any Aggrieved Employee to dispute the value of the Individual PAGA Payment provided to them under this Settlement. All Aggrieved Employees are bound by the Release of PAGA Claims even if they do not cash their Individual PAGA Payment checks.

According to the Defendant's records, you are an Aggrieved Employee and are therefore eligible to receive an Individual PAGA Payment under the Court-approved allocation which is based upon the pay periods you worked during the PAGA Period. The enclosed settlement check shall remain valid for 180 days after mailing. After the

void date, the Administrator shall transmit the funds represented by such checks to State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check.

Please Note: One hundred percent (100%) of your payment will be considered civil penalties; may be subject to local, state, and/or federal tax withholdings; and will be reported to the IRS and applicable state tax authorities. You should rely on your own tax advisors as to the tax consequences of your Individual PAGA Payment. One hundred percent (100%) of each Individual PAGA Payment shall be allocated to miscellaneous income for which an IRS Form 1099-MISC will issue, if required by law. Neither Plaintiff nor Defendant have made or will make any representations or warranties regarding the taxation of your Individual PAGA Payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or your Individual PAGA Payment. If you have any questions, you may call or write to Apex (the Administrator) using the contact information at the top of this correspondence.

EXHIBIT 3

PAGA 합의 통지서

Mary Higgins 대 Spigen Inc. 사건,
캘리포니아주 오렌지카운티 상급법원, 사건번호 30-2024-01376537-CU-OE-CXC

Apex Class Action Administration
사서함 _____
_____
전화: _____

«바코드» «바코드문자열»
SIMID «SIMID»
«이름» «성»
«주소1» « 주소 2»
«시» «주» «우편번호»

귀하는 원고 Mary Higgins(이하 "원고")가 민간 법무장관의 자격으로 피고 Spigen, Inc.를 상대로 캘리포니아주 민간법무장관법(California Private Attorneys General Act, 노동법 제2698조 이하, 이하 "PAGA")에 따라 대표 소송 형태로 제기한 소송(이하 "본 소송")과 관련하여 본 통지서를 받으셨습니다. PAGA는 근로자가 캘리포니아주를 대신하여 노동법 위반에 대한 민사 벌금을 회수하는 소송을 제기할 수 있도록 허용하며 회수된 벌금의 75%는 캘리포니아주 노동인력개발청(Labor and Workforce Development Agency, 이하 "LWDA")에, 25%는 피해 근로자에게 지급됩니다. 원고는 본 소송을 통해 PAGA 기간 중 언제든 캘리포니아주에서 피고에게 시간제 비면제 직책으로 고용되었던 모든 개인(이하 "피해 근로자")을 대신하여 캘리포니아주 노동법 위반 주장에 대한 민사 벌금의 회수를 청구하였습니다. PAGA 기간은 2022년 10월 9일부터 2025년 10월 19일까지입니다.

피고는 본 소송의 모든 청구와 주장을 부인하고, 원고 또는 피해 근로자에게 어떠한 벌금도 지급할 의무가 없다고 부인하며, 적용되는 모든 노동법 및 아래에 언급된 기타 모든 법률 조항을 완전히 준수하였다고 주장합니다. 그럼에도 불구하고 피고는 본 소송의 방어에 드는 추가 비용과 시간을 피하고자 본 소송에 대하여 합의하였으며, 법원은 이 합의와 모든 "면책 대상 PAGA 청구"의 면책을 승인하였습니다. "면책 대상 PAGA 청구"란 현행 소장 및 원고가 LWDA에 제출한 PAGA 통지서에 기재된 사실에 근거하여 주장되었거나 합리적으로 주장될 수 있었던 PAGA 위반에 관한 모든 청구로서, PAGA 기간 중 발생한 사건에서 비롯된 것을 말합니다. 면책 대상 PAGA 청구는 PAGA 이외의 법률 위반에 관한 청구, PAGA 기간 외에 발생한 사건에서 비롯된 청구, 또는 법률상 면책될 수 없는 청구에는 명시적으로 적용되지 않습니다. 캘리포니아주 오렌지카운티 상급법원은 2026년 11월 4일자 판결로 본 소송 및 면책 대상 PAGA 청구에 관한 합의를 승인하였습니다.

당사자들이 협상한 합의서는 면책 대상 PAGA 청구를 해결하기 위하여 190,000달러의 "총 합의금"을 지급하도록 규정하고 있습니다. 일정 공제 후 남는 금액이 순 합의금이며, 순 합의금은 110,278.93달러 이상으로 추산됩니다. 순 합의금 중 75%(82,709.20달러 이상)는 LWDA에 지급되고, 나머지 25%(27,569.73달러 이상)는 합의 대상 근로자에게 지급됩니다.

합의 대상 근로자 각각의 개별 PAGA 지급금은 해당 근로자가 PAGA 기간 중 합의 대상 근로자로서 근무한 급여 지급 기간의 수가 2022년 10월 9일부터 2025년 10월 19일까지 모든 피해 근로자가 근무한 급여 지급 기간 총수에서 차지하는 비율을 기준으로 산정됩니다.

당사자들은 피해 근로자에게 본 합의에 이의를 제기하거나, 참여를 거부하거나, 그 밖에 본 합의에서 자신을 제외할 법적 권리가 없다는 데 동의합니다. 또한 피해 근로자는 본 합의에 따라 자신에게 지급되는 개별 PAGA 지급금의 금액에

대하여 다툴 권리도 없습니다. 모든 피해 근로자는 개별 PAGA 지급금 수표를 현금화하지 않더라도 PAGA 청구 면책 조항의 구속을 받습니다.

피고의 기록에 따르면 귀하는 피해 근로자에 해당하므로, 귀하가 PAGA 기간 중 근무한 급여 지급 기간을 기준으로 한 법원 승인 배분 방식에 따라 개별 PAGA 지급금을 받을 자격이 있습니다.

동봉된 합의금 수표는 발송일로부터 180일간 유효합니다. 무효일이 지나면 관리기관은 해당 수표의 금액을, 수표를 현금화하지 않은 개인의 명의로 캘리포니아주 감사관실 미청구자산기금에 이전합니다.

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본 합의 또는 귀하의 개별 PAGA 지급금에 관하여 법원이나 법원 서기실에 전화하거나 서신을 보내 문의하지 마십시오. 문의 사항이 있으시면 본 통지서 상단에 기재된 연락처로 Apex(관리기관)에 전화하거나 서신을 보내 주시기 바랍니다.