

MELMED LAW GROUP P.C.

Jonathan Melmed (SBN 290218)

jm@melmedlaw.com

Laura Supanich (SBN 314805)

lms@melmedlaw.com

Rebecca Harteker (SBN 349793)

rh@melmedlaw.com

1801 Century Park East, Suite 850

Los Angeles, California 90067

Phone: (310) 824-3828

Fax: (310) 862-6851

Attorneys for Plaintiff, the Putative Class, and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

ADRIAN SANCHEZ, an individual, on behalf
of himself, the State of California, as a private
attorney general, and on behalf of all others
similarly situated,

Plaintiff,

v.

POLYMERIC TECHNOLOGY, INC., a
California Corporation; and DOES 1 TO 50,

Defendants.

Case No. 23CV052248

**SUPPLEMENTAL DECLARATION OF
JONATHAN MELMED IN SUPPORT OF
MOTION FOR ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date: October 15, 2024

Hearing Time: 1:30 p.m.

Dept.: 21

Judge: Hon. Noël Wise

Complaint Filed: November 27, 2023

FAC Filed: July 22, 2024

Trial Date: None Set

1 I, Jonathan Melmed, declare as follows:

2 1. I am an attorney licensed to practice law in the State of California. I am counsel for
3 Plaintiff Adrian Sanchez (“Plaintiff”), individually, and on behalf of all others similarly situated,
4 and on behalf of the Aggrieved Employees. As such, I am familiar with the file in this matter and if
5 called as a witness I could and would competently testify to the following facts of my own personal
6 knowledge.

7 2. It is my understanding that on August 16, 2024 the Court issued its Tentative Ruling
8 specifying various topics to be addressed in a supplemental briefing. A true and correct copy of
9 that Tentative Ruling is attached hereto as **Exhibit 1**.

10 **Item 1: Missing Settlement Agreement.**

11 3. A copy of the fully executed Amended Settlement Agreement is attached hereto as
12 **Exhibit 2**.

13 **Item 2: Release of LWDA’s Claims by Plaintiff Under PAGA**

14 4. The Parties have amended paragraph 5.5 of the Settlement Agreement to add the
15 language that the California Supreme Court recognized in *Adolph v. Uber Technologies, Inc.*, 14
16 Cal. 5th 1104 (2023) that a PAGA plaintiff has “standing as an aggrieved employee to litigate claims
17 on behalf of other employees under PAGA,” and further discussed that a PAGA plaintiff has both
18 “individual claims” and “nonindividual claims.” Pursuant to *Adolph*, Plaintiff, acting as a proxy and
19 agent to the LWDA and as himself, releases the claims of the LWDA and the individual and
20 nonindividual claims of the Aggrieved Employees against the Released Parties. A redlined version
21 of the Amendment to the Settlement Agreement is attached hereto as **Exhibit 3**. A fully executed
22 copy of the Amendment to the Settlement Agreement is attached hereto as **Exhibit 4**.

23 5. The Parties further amended paragraphs 3.2 and 5.5 of the settlement agreement to
24 limit the scope of the PAGA release to those claims as alleged in the Plaintiff’s November 23, 2023,
25 July 10, 2024, and July 18, 2024 PAGA letters and communications to the LWDA and remove
26 reference to those claims as alleged in the Complaint. See **Exhibits 3 & 4**. To clarify to the Court,
27 Plaintiff’s original PAGA Notice alleged a claim for unpaid overtime wages. One of the underlying
28

1 facts for Plaintiff's overtime claim was the allegation that Defendant maintained an unlawful
2 alternative workweek schedule. This allegation is codified in Labor Code section 511. Plaintiff
3 amended the PAGA Notice to include all facts and Labor Code sections encompassing his original
4 overtime claim. Plaintiff did not allege any new claims in his Second Supplemental PAGA Notice
5 that were not alleged in the original PAGA Notice.

6 6. The Parties further revised the Class Notice to be consistent with the changes as
7 outlined above. A redlined copy of the Class Notice is attached hereto as **Exhibit 5**. A clean copy
8 of the Class Notice is attached hereto as **Exhibit 6**.

9 **Item 3: Release of LWDA's Claims by Aggrieved Employees**

10 7. The Parties have amended paragraph 5.5 of the Settlement Agreement to add the
11 language that the California Supreme Court recognized in *Adolph v. Uber Technologies, Inc.*, 14
12 Cal. 5th 1104 (2023) that a PAGA plaintiff has "standing as an aggrieved employee to litigate claims
13 on behalf of other employees under PAGA," and further discussed that a PAGA plaintiff has both
14 "individual claims" and "nonindividual claims." Pursuant to *Adolph*, Plaintiff, acting as a proxy and
15 agent to the LWDA and as himself, releases the claims of the LWDA and the individual and
16 nonindividual claims of the Aggrieved Employees against the Released Parties. See **Exhibits 3 &**
17 **4**. Under the terms of this release, the Aggrieved Employees are only prevented from seeking PAGA
18 civil penalties for the Labor Code violations alleged, but remain permitted to pursue claims for the
19 underlying Labor Code violations.

20 **Item 4: Release of Claims by Members of the Class**

21 8. The Parties seek to clarify that paragraph 5.4 does not include a 1542 waiver for the
22 Class Members. Paragraph 5.4 is strictly limited to releasing those claims directly related to the
23 facts and allegations set forth in the Complaint and/or PAGA Notices, which is permitted. It does
24 not release any claims that are not directly related to the facts as alleged in the Complaint or PAGA
25 Notices. The Parties have added language to this paragraph to make this clear. See **Exhibits 3 & 4**.

1 **Item 5: Residual Beneficiary**

2 9. The Parties amended paragraph 4.7 of the Settlement Agreement to include the cy
3 pres beneficiary as Legal Aid at Work. See **Exhibits 3 & 4**.

4 I declare under penalty of perjury under the laws of the state of California that the foregoing
5 is true and correct this 8th day of October, 2024, at Los Angeles, California.

6
7 By:


Jonathan Melmed, Esq.

EXHIBIT 1

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

**23CV052248: SANCHEZ vs POLYMERIC TECHNOLOGY, INC., A CALIFORNIA
CORPORATION**

**08/20/2024 Hearing on Motion - Other Preliminary Approval of Class Action Settlement in
Department 21**

Tentative Ruling - 08/16/2024 Noël Wise

The Hearing on Motion - Other Preliminary Approval of Class Action Settlement scheduled for 08/20/2024 is continued to 10/15/2024 at 01:30 PM in Department 21 at Rene C. Davidson Courthouse .

The motion of plaintiffs for preliminary approval of class action settlement is CONTINUED.

The court ORDERS that the parties must file any brief or amended settlement agreement that addresses the concerns at least 5 court days before the continued hearing date.

The law was recently clarified in Adolph v. Uber Technologies (2023) 14 Cal.5th 1104. Adolph clarified that in a case such as this there are three types of claims: (1) claims that the named plaintiff asserts on their individual behalf; (2) claims that the named plaintiff asserts as agent or proxy of the LWDA; and (3) claims that the named plaintiff asserts as a representative of the absent class members, which are the claims that the absent class members could have asserted on their own individual selves.

The releases in a case with individual, class, and PAGA claims must be consistent with the nature of the three types of claims that the case asserts.

ISSUE #0.5 – MISSING SETTLEMENT AGREEMENT

The court file does not include the settlement agreement. Melmed Dec filed 7/25/24 para 19 states: “The Parties have agreed upon and circulated an amended settlement agreement for execution revising the Released Claims definition to include Labor Code section 511, which was inadvertently left out of the Settlement Agreement. The Parties will file a supplemental declaration including the fully executed amended settlement agreement prior to the hearing on this Motion.” The court cannot approve a settlement that is not in the court file. This is not adequate.

ISSUE #1 - RELEASE OF CLAIMS BY NAMED PLAINTIFF

The Agreement properly releases the claims of the named plaintiff, which can include a Civil Code 1542 waiver. (Agt para 5.1, 5.2, and 5.3.) This is adequate.

ISSUE #2 – RELEASE OF LWDA’S CLAIMS BY PLAINTIFF UNDER PAGA.

Under the PAGA, a private plaintiff brings an action as proxy or agent of the LWDA. “An employee plaintiff suing ... under the [PAGA] does so as the proxy or agent of the state's labor

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law enforcement agencies.” (Kim v. Reins International California, Inc. (2020) 9 Cal.5th 73, 81; ZB, N.A. v. Superior Court of San Diego County (2019) 8 Cal.5th 175, 185; Iskanian v. CLS Transp. Los Angeles, LLC (2014) 59 Cal.4th 348, 381; Adolph v. Uber Technologies (2023) 14 Cal.5th 1104, 1116.)

Every PAGA action is “a dispute between an employer and the state.” Iskanian v. CLS Transp. Los Angeles, LLC (2014) 59 Cal.4th 348, 386; LaFace v. Ralphs Grocery Co. (2022) 75 Cal.App.5th 388, 397; Moniz v. Adecco USA, Inc. (2021) 72 Cal.App.5th 56, 74.)

The Agreement nowhere states that the plaintiffs as proxy and agent of the LWDA are releasing the claims of the LWDA. If the intent of the parties is to settle the claims of the LWDA that are asserted under the PAGA, then the settlement agreement must state expressly that the plaintiffs as proxy and agent of the LWDA are releasing the claims of the LWDA. This is not adequate. (Para 5.5)

The scope of the LWDA’s release is limited to the scope of the PAGA notice letter. (LaCour v. Marshalls of California, LLC (2023) 94 Cal.App.5th 1172, 1192-1196.) The scope of the release of the LWDA’s claims must be limited to and co-extensive with the scope of the PAGA notice letters. In this case there were notice letters at different times, so the claims that can be released are defined by both subject matter and temporal scope. The Agreement suggests that the LWDA is releasing claims defined by the complaint. That release is overbroad and is not permitted by law. This is not adequate. (Para 3.2, 5.5)

ISSUE #3 - RELEASE OF LWDA’S CLAIMS BY AGGRIEVED EMPLOYEES.

The named plaintiff does not represent the aggrieved employees in the claims under PAGA and therefore cannot release PAGA claims on their behalf. Some settlements suggest that under the terms of the settlement the aggrieved employees are releasing the claims that they might assert as agents of the LWDA under the PAGA. That would be contrary to California law.

The harm of a misstatement that the plaintiff represents the aggrieved employees is twofold. First, the court is not inclined to approve agreements that are contrary to law. Second, as noted above, there have been many appellate decisions addressing and re-addressing the law that a PAGA claim is on behalf of the state and is not on behalf of the employees. The court is not inclined to perpetuate any confusion by approving a settlement that inaccurately states that a PAGA plaintiff represents the aggrieved employees.

Defendant can assert the settlement as a defense to any future claims for penalties brought by the LWDA or any claims brought on behalf of the LWDA under PAGA. A PAGA settlement on behalf of the LWDA might preclude the LWDA from asserting the same claim for a second time. Any such defense would exist because the LWDA is bound by the terms of the settlement agreement.

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This is similar to the situation where a District Attorney recovers restitution on behalf of a victim of a crime. (Penal Code 1202.4(f)(3), (i).) The District Attorney does not represent the victim. (People v. Seumanu (2015) 61 Cal.4th 1293, 1344-1345; People v. Eubanks (1996) 14 Cal.4th 580, 589-590.) A settlement by the District Attorney of the claims of The People is not a settlement of the potential civil claims of the victims. (Vigilant Ins. Co. v. Chiu (2009) 175 Cal.App.4th 438, 442-443.) If the victim files a civil case against the defendant, then the defendant can assert that any victim compensation payment in the criminal case is an offset in the civil case. (Penal Code 1202.4(j).)

If an “aggrieved employee” in the future files a case under the PAGA asserting claims on behalf of the LWDA that have been settled in this case, then the settlement in this case might preclude the LWDA from asserting the same claims in a later case. The legal effect of the settlement in this case will likely be that neither the LWDA directly and acting through its attorneys or the LWDA indirectly acting through the PAGA can assert the claims that the LWDA is releasing in the settlement. The court uses the word “might” because the judge in the second case will determine the preclusive effect of the settlement agreement. (In re Fireside Bank Cases (2010) 187 Cal.App.4th 1120, 1131 [“the preclusive effect of a prior judgment is determined by the court in which it is asserted, not the court that rendered it”].)

The court notes that although it is legally significant that a claim under the PAGA is on behalf of the LWDA, that issue has no practical effect in the context of a settlement. If any aggrieved employee were to assert a subsequent claim on behalf of the LWDA then the employer could assert the settlement agreement as a defense to the LWDA’s claims. If the LWDA’s claims have been released, then it is immaterial whether the settlement agreement states (correctly) that LWDA has released its claims or states (incorrectly) that other employees cannot assert claims on behalf of the LWDA.

The Agreement states that “Aggrieved Employees” release claims. (Para 5.5) This is inconsistent with the law. The named plaintiff as proxy and agent of the LWDA releases the LWDA’s claims. The “PAGA Members” do not release the LWDA’s claims This is not adequate.

ISSUE #4 - RELEASE OF CLAIMS BY MEMBERS OF THE CLASS.

The members of the class release claims arising out of the claims in the complaint where the named plaintiffs are typical and can adequately represent the class. (Amaro v. Anaheim Arena Management, LLC (2021) 69 Cal.App.5th 521, 537-538.)

The scope of the release for the absent class members cannot include a Civil Code 1542 release or an equivalent release. (Duran v. Obesity Research Institute, LLC (2016) 1 Cal.App.5th 635, 640, 645 [trial court would not approve a Civil Code 1542 release in class settlement].)

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The release of claims by the members of the class is by law limited by the "factual predicate rule." (Campbell v. Facebook, Inc. (9th Cir. 2020) 951 F.3d 110, 1124; Hesse v. Sprint Corp. (9th Cir. 2010) 598 F.3d 581, 590.) The court will deny approval based on the overbroad release. (Hendricks v. Starkist Co (N.D. Cal. 2016) 2016 WL 692739 at * 2-4 [Denying motion for final approval of class settlement because scope of release overbroad].)

The Agreement states that the members of the class release the claims that those persons could have asserted individually "or that could have been asserted in any complaint filed in the Action (including any subsequently amended complaints) and/or any of Plaintiff's letter(s) and communication(s) with the LWDA..." This is overbroad and is effectively a Civil Code 1542 waiver. This is not adequate. (Para 5.4)

ISSUE #5. RESIDUAL BENEFICIARY

The agreement at para 4.7 states that the residual will go to the Unclaimed Property Fund. (CCP 1300 et seq) This is not likely to get the money to the relevant employees. Sending funds to the Unclaimed Property Fund is not consistent with CCP 384. The agreement must identify a cy pres beneficiary consistent with CCP 384. Counsel must provide a declaration with the CCP 382.4 information. The concerns apply to all uncashed checks, without regard to whether they relate to the claims of the class or the claims of the LWDA. This is not adequate.

The court's PRE-TENTATIVE order is as follows:

The motion of plaintiffs for preliminary approval of class action settlement is _____.

The complaint alleges various Labor Code claims.

The case preliminarily settled for a total of \$400,000.

The settlement agreement states there will be attorneys' fees of up to \$133,333.33 (33%), costs of up to \$25,000, service award of \$7,500 to plaintiff, settlement administration costs of up to \$10,000, and a PAGA payment of \$20,000 (\$15,000 to the LWDA). After these expenses of \$190,833, the amount available to be distributed to the Class would be 209,166.67. Assuming that there are an estimated 454 Class Members, the average payment per Class Member would be \$460.

The motion makes an adequate analysis as required by Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116.

The proposed class notice form and procedure are adequate. [TO BE AMENDED IF SETTLEMENT TERMS ARE CHANGED]

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The proposed class is appropriate for class certification.

The scope of the named plaintiff release is appropriate. The agreement for the named plaintiff may include a Civil Code 1542 waiver.

The scope of the LWDA's release for claims asserted under the PAGA is [NOT] appropriate.

The scope of the LWDA's release is [NOT] limited to the scope of the PAGA notice letter.

(LaCour v. Marshalls of California, LLC (2023) 94 Cal.App.5th 1172, 1192-1196.)

The scope of the class release is [NOT] appropriate. The scope of the class release must be limited to the claims arising out of the claims in the complaint where the named plaintiffs are typical and can adequately represent the class. (Amaro v. Anaheim Arena Management, LLC (2021) 69 Cal.App.5th 521, 537-538.) The release of claims by the class is limited by the "factual predicate rule." (Hesse v. Sprint Corp. (9th Cir. 2010) 598 F.3d 581, 590.) (See also Hendricks v. Starkist Co (N.D. Cal. 2016) 2016 WL 692739 at * 2-4 [Denying motion for final approval of class settlement because scope of release overbroad].) The scope of the class release does not include a release of the LWDA's claims.

The Court notes and approves of the plan to distribute the settlement funds with no claims process.

The unclaimed funds will be distributed to [_____]. (Agt para ____.) This is consistent with CCP 384. Counsel has [NOT] provided a declaration in support of the motion that provides the information required by CCP 382.4.

The Court will not approve the amount of attorneys' fees and costs until the final approval hearing. The Court cannot award attorneys' fees without reviewing information about counsel's hourly rate and the time spent on the case. This is the law even if the parties have agreed that Defendants will not oppose the motion for fees. (Robbins v. Alibrandi (2005) 127 Cal. App. 4th 438, 450-451.)

"Because absent class members are not directly involved in the proceedings, oversight to ensure settlements are fair and untainted by conflict is the responsibility of both the class representative and the court." (Mark v. Spencer (2008) 166 Cal.App.4th 219, 227.)

"[T]horough judicial review of fee applications is required in all class action settlements and the fairness of the fees must be assessed independently of determining the fairness of the substantive settlement terms." (Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 555-556.)

The court sets out its standard analysis below. Counsel may address that analysis in the fee application.

The Ninth Circuit's benchmark is 25%. (Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 495.)

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This court's benchmark for fees is 30% of the total fund. (Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 495; Schulz v. Jeppesen Sanderson, Inc. (2018) 27 Cal.App.5th 1167, 1175; Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 557 fn 13; Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43, 66 fn 11.) The court recently reviewed and reaffirmed its use of a benchmark of 30%. (Hurtubise v. Sutter East Bay Hosp. (2021) 2021 WL 11134912.)

When cross-checking with the lodestar/multiplier, the court will evaluate the lodestar based on reasonable fees that would have been charged at hourly rates and then apply a multiplier. The multiplier includes contingent fee risk and other factors.

When considering risk, the court considers there is less risk in a case with fee shifting statutes because counsel's potential fees are not limited by and coupled to the monetary recovery. "The law does not mandate ... that attorney fees bear a percentage relationship to the ultimate recovery of damages in a civil rights case." (Harman v. City and County of San Francisco (2007) 158 Cal.App.4th 407, 419.) (See also Heritage Pacific Financial, LLC v. Monroy (2013) 215 Cal.App.4th 972, 1006-1007.)

The Court will not decide the amount of any service award until the final approval hearing. Plaintiff must provide evidence regarding the nature of his participation in the action, including a description of his specific actions and the amount of time he committed to the prosecution of the case. (Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 804-807.) The court's standard service award is \$7,500.

The Court ORDERS that 10% of any fee award to be kept in the administrator's trust fund until the completion of the distribution process and Court approval of a final accounting.

The Court will set a compliance hearing after the completion of the distribution process and the expiration of the time to cash checks for counsel for plaintiff and the Administrator to comply with CCP 384(b) and to submit a summary accounting how the funds have been distributed to the class members and the status of any unresolved issues. If the distribution is completed, the Court will at that time release any hold-back of attorney fees.

The court ORDERS that at the time of the final accounting that counsel for plaintiff transmit a copy of this order and the final judgment and the final accounting to the Judicial Council. (CCP 384.5; Govt Code 68520.)

The court will sign the proposed order, which is modified by this order. Plaintiff must reserve a hearing for the motion for final approval.

PLEASE NOTE: This tentative ruling will become the ruling of the court if uncontested by

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04:00pm the day before your hearing. If you wish to contest the tentative ruling, then both notify opposing counsel directly and the court at the eCourt portal found on the court's website:
www.alameda.courts.ca.gov.

If you have contested the tentative ruling or your tentative ruling reads, "parties to appear," please use the following link to access your hearing at the appropriate date and time:
<https://alameda-courts-ca-gov.zoomgov.com/my/department21> . If no party has contested the tentative ruling, then no appearance is necessary.

EXHIBIT 2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Adrian Sanchez (“Plaintiff” or “Sanchez”) on the one hand and Defendant Polymeric Technology, Inc. (“Polymeric” or “Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Sanchez v. Polymeric Technology, Inc.* initiated on November 27, 2023 and pending in the Superior Court of the State of California, County of Alameda (Case No. 23CV052248).
- 1.2. “Administrator” means CPT Group, Inc., 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 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 Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee(s)” means all individuals who are or were employed by Defendant as non-exempt employees in California during the PAGA Period.
- 1.5. “Class Counsel” means Jonathan Melmed and Laura Supanich of Melmed Law Group P.C.
- 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.7. “Class Data” means Class Member and Aggrieved Employee identifying information in Polymeric’s possession including each Class Member’s and Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.8. “Class Member” or “Settlement Class Member” means all individuals who are or were employed by Defendants as non-exempt employees in California during the Class Period.
- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member and Aggrieved Employee mailing addresses using reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members and/or Aggrieved Employees.
- 1.10. “Class Notice” means the Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval to be mailed to Class

Members in English and Spanish and in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

- 1.11. "Class Period" means the period from November 27, 2019 through Preliminary Approval.
- 1.12. "Class Representative" means Plaintiff Adrian Sanchez.
- 1.13. "Class Representative Service Payment" refers to the amount payable to Plaintiff in recognition of his efforts and working in prosecuting the Action on behalf of Class Members and Aggrieved Employees and in exchange for his general release of all claims against Polymeric (known and unknown).
- 1.14. "Court" means the Superior Court of California, County of Alameda.
- 1.15. "Defense Counsel" means Joan B. Tucker Fife, Emilie Woodhead, Winston Hu, and Zarouhi Papazyan of Winston & Strawn LLP.
- 1.16. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) 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; (ii) 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; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the order approving the settlement and/or entry of judgment.
- 1.17. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.18. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.19. "Final Judgment" means the judgment entered by the Court upon granting Final Approval of the Settlement.
- 1.20. "Gross Settlement Amount" means \$400,000.00 which is the total amount Polymeric agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Administration Expenses Payment.
- 1.21. "Individual Class Payment" means the Participating Class Members' pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

- 1.22. “Individual PAGA Payment” means the Aggrieved Employees’ pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.23. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.24. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.25. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.26. “Non-Participating Class Member” means any Class Member who opts out of the class portion of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.27. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.28. “PAGA Notice” or “PAGA Notice Letter” means Plaintiff’s November 27, 2023 letter submitted by Class Counsel on behalf of Plaintiff and the Aggrieved Employees to the LWDA, with a copy sent to Polymeric via U.S. Certified Mail, as well as any amended letter submitted by Class Counsel pursuant to this Agreement.
- 1.29. “PAGA Pay Period” means any pay period during which an Aggrieved Employee performed work for Polymeric for at least one day during the PAGA Period.
- 1.30. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.
- 1.31. “PAGA Period” means the period from November 27, 2022 through Preliminary Approval.
- 1.32. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the class action portion of the Settlement.
- 1.33. “Plaintiff” means Adrian Sanchez, the named plaintiff in the Action.
- 1.34. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

- 1.35. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.36. “Released Class Claims” means the claims being released as described in Paragraph 5.4 below.
- 1.37. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.
- 1.38. “Released Parties” means: Polymeric Technology, Inc., its former, present, or future parents, subsidiaries, predecessors, acquired companies/entities, successors, assigns, and affiliates; each of the foregoing’s present, former, or future owners, officers, directors, shareholders, partners, executives, employees, insurers, successors, predecessors, contractors, assigns, and managing agents; any and all agents, legal representatives and/or attorneys of all of the foregoing entities and individuals and any entities that Plaintiff and/or any Class Member or Aggrieved Employee may assert are joint employers with Polymeric Technology, Inc.
- 1.39. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the class portion of the Settlement signed by the Class Member.
- 1.40. “Response Deadline” means 60 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the class portion of the Settlement, or (b) fax, email, or mail objections to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline.
- 1.41. “Settlement” means the disposition of the Action effected by this Agreement and the Final Judgment.
- 1.42. “Workweek” means any workweek during which a Class Member performed work for Polymeric for at least one day during the Class Period.

2. RECITALS.

- 2.1. On November 27, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Polymeric for: (1) failure to pay all minimum and overtime wages; (2) failure to provide meal and rest periods or premiums in lieu thereof; (3) failure to maintain accurate employment records; (4) failure to timely pay wages during employment and upon separation; (5) failure to reimburse business expenses; (6) failure to issue accurate itemized wage statements; and (7) unfair competition.
- 2.2. On November 27, 2023, pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave written notice of his intent to pursue a claim for civil penalties pursuant to

PAGA (and based on the same allegations in the Complaint) to Polymeric and the LWDA.

- 2.3. Plaintiff shall file a First Amended Complaint adding a claim for PAGA within thirty days after this Agreement is executed by Plaintiff. The First Amended Complaint shall serve as the operative complaint.
- 2.4. Polymeric denies the allegations asserted in any complaint or PAGA Notice Letter filed in the Action or that will be in the Action, denies any failure to comply with the laws identified in any complaint or PAGA Notice Letter filed in the Action or that will be filed in the Action, and denies any and all liability for the causes of action and/or claims alleged in the Action.
- 2.5. The Parties attended an all-day mediation before Steve Pearl on June 3, 2024, which led to this Agreement to settle the Action.
- 2.6. Prior to mediation, Plaintiff obtained, through informal discovery: (a) Polymeric's workplace policies and procedures relevant to the claims asserted in the Action and (b) data regarding the Class Members and Aggrieved Employees (including a ten percent sample of their time and pay data) to conduct an exposure analysis. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 ("*Dunk/Kullar*").
- 2.7. The Court has not granted class certification.
- 2.8. There has been no determination of the merits of the Action or Polymeric's defenses thereto. However, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the released claims (as set forth in Paragraph 5) as of the date of the execution of this Settlement Agreement.

3. **TERMS.**

- 3.1. Gross Settlement Amount. Except as otherwise provided by Section 8 below, Polymeric promises to pay \$400,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Polymeric.
- 3.2. Amended Complaint and PAGA Notice Letter. In connection with this Settlement, Plaintiff shall file a first amended complaint in the Action and submit an amended PAGA Notice letter to the LWDA both in the form that will be attached to a joint stipulation to amend to be filed and approved by the Parties. The first amended complaint shall add a claim for civil penalties pursuant to PAGA; the first amended

complaint and amended PAGA Notice letter shall also include all the factual allegations and claims currently alleged in the complaint and the original PAGA Notice Letter submitted by the Plaintiff and all factual allegations and claims raised at mediation; and the first amended complaint and amended PAGA Notice letter shall include all Labor Code sections included in the releases set forth in Paragraphs 5.4 and 5.5 of this Agreement. The Parties agree that Polymeric shall maintain any and all affirmative defenses but shall not be required to file an answer or other responsive pleading to the first amended complaint and that such agreement precludes Plaintiff from any right to: (a) obtain a default judgment against Polymeric on the basis that Polymeric did not respond to the first amended complaint; (b) argue that Polymeric waived any right to a demurrer or other challenge to the pleadings; and (c) argue that Polymeric waived any affirmative defense.

- 3.3. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.3.1. To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be \$133,333.33 and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00. Polymeric will not oppose requests for these payments provided that they do not exceed these amounts. As part of the motion for Final Approval or as part of a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Polymeric harmless, and indemnifies Polymeric, from any dispute or controversy regarding any division, sharing, or tax treatment of any of these payments.

3.3.2. To Plaintiff: A Class Representative Service Payment not to exceed \$7,500.00. The Administrator will pay Plaintiff the Class Representative Service Payment using an IRS 1099 form. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on the Representative Service Award and shall hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payment.

Any reduction in the amount of the Class Representative Service Payment by the Court shall remain in the Net Settlement Amount.

- 3.3.3. To the Administrator: An Administration Expenses Payment not to exceed \$10,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administrator's actual expenses are less or the Court approves payment less than \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.3.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - 3.3.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - 3.3.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.3.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net

Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and PAGA Pay Periods. Based on its available records, Defendant estimates that, as of the date of the Parties' June 3, 2024 mediation, (1) there were approximately 454 Class Members who collectively worked a total of approximately 19,717 Workweeks and (2) there were approximately 197 Aggrieved Employees who worked a total of approximately 3,775 PAGA Pay Periods.
- 4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Polymeric will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' and Aggrieved Employees' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. 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 Class Data.
- 4.3. Funding of Gross Settlement Amount. Polymeric shall fully fund its portion of the Gross Settlement Amount, and also fund the amounts necessary to fully pay its respective share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Polymeric funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment. Disbursement of the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.5. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and/or Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a

single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.6. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 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 Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced and requested by the Class Member prior to the void date.
- 4.7. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.8. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Polymeric to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

Effective on the date when Polymeric fully funds the entire Gross Settlement Amount, Plaintiff, Class Members, and the Aggrieved Employees will release claims against all Released Parties as follows:

- 5.1. Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from the Released Class Claims, the Released PAGA Claims, and all other claims, transactions, or occurrences – known or unknown – that occurred through the last day of the Class Period ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. 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.

5.1.1. Plaintiff warrants and represents that Plaintiff has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Settlement. Plaintiff is solely responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold the Released Parties harmless against any liens, damages, penalties, fines, fees, assessments, taxes or attorneys' fees that may be imposed against or incurred by any of the Released Parties as a result of the Action of any lien holder or any lien claimant or any court in relation to any interest which any third party may have in any claim which Plaintiff is releasing under this Settlement Agreement or any interest in any of the proceeds paid to Plaintiff or Class Counsel under this Settlement Agreement.

5.2. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

Being fully informed of this provision of the Civil Code and understanding its provisions, Plaintiff agrees to waive any rights under that section (or any statute or common law principle of similar effect), and acknowledges that the Settlement Agreement and the release contained herein extends to all claims that he has or might have against the Released Parties, including those which are presently unknown to him.

5.3. Plaintiff's Release of Age Discrimination in Employment Act Claims. Plaintiff understands and acknowledges that:

5.3.1. He is voluntarily waiving any and all rights and claims he has against the Released Parties arising pursuant to the Age Discrimination in Employment Act, 29 U.S.C. §§ 623, et seq. ("ADEA") as of the date Defendant funds the Gross Settlement Amount;

5.3.2. He is waiving these substantive rights or claims pursuant to the Settlement Agreement in exchange for consideration, the value of which exceeds the payment or remuneration to which he was already entitled;

5.3.3. He has been advised in writing to consult with an attorney of his choosing concerning the Settlement Agreement prior to executing it. He further acknowledges that he sought such advice, that his counsel advised him to

sign the Settlement Agreement, and that his execution of the Settlement Agreement is voluntary and without coercion;

- 5.3.4. He has been given at least twenty-one (21) days to consider the terms of the Settlement Agreement, and in the event he decides to sign the Settlement Agreement in fewer than twenty-one (21) days, he has done so with the express understanding that he has been given and declined the opportunity to consider it for a full twenty-one (21) days;
 - 5.3.5. He may revoke his waiver of claims arising pursuant to the ADEA at any time during the seven (7) days following the date he signs the Settlement Agreement. Plaintiff understands and agrees that should he revoke his waiver of claims arising pursuant to the ADEA at any time during the seven (7) days following the date he signs the Settlement Agreement, he will receive ten percent (10%) of his respective Court-approved Class Representative Service Payment and such amount will be the consideration for the general release of all his rights and claims addressed in the Settlement Agreement except any claims he may have pursuant to the ADEA. Plaintiff further understands and agrees that should he not revoke his waiver of claims arising pursuant to the ADEA during the seven (7) days following the date he signs the Settlement Agreement, he will receive one hundred percent (100%) of his Representative Service Award and such amount will be consideration for the general release of all rights and claims addressed in the Settlement Agreement, including any claims he may have pursuant to the ADEA;
 - 5.3.6. Any revocation must be in writing and delivered by hand or certified mail to Joan B. Tucker Fife, Winston & Strawn LLP, 101 California Street, 35th Floor, San Francisco, California 94111; and
 - 5.3.7. Any changes to the Settlement Agreement, whether material or immaterial, do not restart the twenty-one-day (21-day) consideration period.
- 5.4. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, demands, damages, debts, liabilities, actions, causes, and/or causes of action, whether known or unknown, that were asserted in any complaint filed in the Action (including any subsequently amended complaints) and/or any of Plaintiff's letter(s) and communication(s) with the LWDA (including any subsequently amended letter(s) and communication(s)); and/or that could have been asserted in any complaint filed in the Action (including any subsequently amended complaints) and/or any of Plaintiff's letter(s) and communication(s) with the LWDA (including any subsequently amended letter(s) and communication(s)) based on or related to the facts and/or allegations in any complaint filed in the Action (including any subsequently amended complaints) and/or Plaintiff's letter(s)

and communication(s) to the LWDA (including any subsequently amended letter(s) and communication(s)). This release includes, but is not limited to, claims for violation(s) of California Labor Code sections 200, 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 511, 512, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2804, all applicable IWC Wage Orders, California Business & Professions Code sections 17000 *et seq.* and 17200 *et seq.*, and any and all claims for attorneys' fees and costs and statutory interest associated with the aforementioned claims. This includes but is not limited to claims for: the purported payment or nonpayment of compensation, including, but not limited to, wages, minimum wage, straight time, overtime, premium pay, and the calculation or miscalculation of any of the foregoing; failure to pay wages due to any alleged unlawful and/or improperly adopted alternative workweek schedule; failure to provide compliant meal and rest periods; meal or rest period premiums or penalties, including the calculation or miscalculation thereof; failure to pay for all hours worked, including but not limited to alleged off-the-clock work and due to any alleged unlawful time rounding policy; failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to accurately record time, including all time worked (such as off-the-clock work); failure to provide timely and compliant wage statements; failure to maintain accurate employment records; failure to timely pay wages during employment and upon separation; failure to reimburse business expenses; unfair business practices; related premiums, statutory penalties, waiting time penalties, civil penalties; liquidated damages; interest; punitive damages; costs; attorneys' fees; injunctive relief; declaratory relief; accounting; any unpaid wages or compensation related to any or all of the foregoing; any premium payments related to any or all of the foregoing; restitution for any or all of the foregoing; any penalties, including statutory and civil penalties, related to any or all of the foregoing; attorneys' fees or costs related to any or all of the foregoing; and interest related to any or all of the foregoing. This release shall include all the above claims during the Class Period.

- 5.5. Release by Aggrieved Employees. All Aggrieved Employees shall be deemed to release the Released Parties from any and all claims, known or unknown, arising or accruing at any point during the PAGA Period, for civil penalties under California Labor Code section 2698 *et seq.* (PAGA) that: were asserted in any complaint filed in the Action and/or Plaintiff's letter(s) and communication(s) to the LWDA (including any subsequently amended complaints or letters); and/or that could have been asserted in any complaint filed in the Action and/or any of Plaintiff's letter(s) and communication(s) to the LWDA (including any subsequently amended complaints or letters) based on or related to the facts and/or allegations in any complaint filed in the Action and/or Plaintiff's letter(s) and communication(s) to the LWDA (including any subsequently amended complaints or letters). This release includes, but is not limited to, claims for PAGA civil penalties premised on: California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 511, 512, 558, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2804, and all applicable IWC Wage Orders. This release also includes, but is not limited to, claims for PAGA civil penalties premised on:

minimum wage, straight time, overtime, premium pay, and the calculation or miscalculation of any of the foregoing; failure to pay wages due to any alleged unlawful and/or improperly adopted alternative workweek schedule; meal or rest period premiums or penalties, including the calculation or miscalculation thereof; failure to pay for all hours worked, including but not limited to alleged off-the-clock work and due to any alleged unlawful rounding policy; failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to provide compliant meal and rest periods; failure to accurately record time, including all time worked (such as off-the-clock work); failure to provide timely and compliant wage statements; failure to maintain accurate employment records; failure to timely pay wages during employment and upon separation; and failure to reimburse business expenses. This release also includes any attorneys' fees or costs related to any or all of the foregoing. This release shall include all the above claims during the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT.

Plaintiff agrees to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

- 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval of the Settlement, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) 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 Class 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 Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; 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))); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their declarations, Plaintiff and Class 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. Class Counsel shall provide Defense Counsel a draft motion for preliminary approval for review and comment at least one business day before filing.

- 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval as soon as practicable after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Settlement Administrator. The Administrator will verify that, as a condition of appointment, it 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 Payment. The Parties and their Counsel represent that they will have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship.
- 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. Notice to Class Members.
- 7.4.1. No later than seven (7) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
- 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice (in English and Spanish) substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to

the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4. The deadlines for Class Members' written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5. If the Administrator, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.
- 7.5. Requests for Exclusion (Opt-Outs). Class Members who wish to exclude themselves (opt-out of) the class portion of the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
 - 7.5.1. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class

Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.2. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.4 and 5.5 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.3. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Non-Participating Class Members who are Aggrieved Employees are deemed to release the PAGA Released Claims and are will receive an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment and/or the Class Counsel Litigation Expenses Payment.

7.7.1. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to

present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.2. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. 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.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, and challenges to Workweeks and/or PAGA Pay Periods received and/or resolved ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of

this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

- 7.8.5. Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** The Gross Settlement Amount is based on Defendant's estimate that as of the date of the Parties' June 3, 2024 mediation, the Class Members worked a total of approximately 19,717 Workweeks. Should the Workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% (i.e., if the workweeks exceed 21,689) of the estimate stated herein in Paragraph 4.1, Defendant, at its option can either choose to (1) cut off the end date for the Class Period as of the date on which the number of Workweeks reaches 21,689, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of Workweeks worked by the Class Members above the 10% (i.e., if there is an 11% increase in the number of Workweeks, Defendant would agree to increase the Gross Settlement Amount by 1%). Should Defendant choose to proportionally increase the Gross Settlement Amount pursuant to this Paragraph, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the Gross Settlement Amount after the upward adjustment contemplated by this Paragraph is implemented.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total Workweeks, Polymeric may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Polymeric withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that no

Party will have any further obligation to perform under this Agreement; provided, however, Polymeric will remain responsible for paying all Settlement Administration Expenses incurred to that point. Polymeric must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL OF SETTLEMENT.

Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel at least one business day prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11. CONTINUING JURISDICTION OF THE COURT.

The Parties agree that, after entry of Final Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Final Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Final Judgment matters as are permitted by law.

- 11.1. Waiver of Right to Appeal. Provided the Final Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Final 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 an objector

appeals the Final Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Final Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

12. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. **ADDITIONAL PROVISIONS.**

13.1. **No Admission of Liability, Class Certification 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 Polymeric that any of the allegations in any complaint or any PAGA Notice Letter filed (or that will be filed) in the Action have merit or that Polymeric has any liability for any claims asserted. The Parties agree that class certification and representative treatment is for purposes of this Settlement only and stipulate to class certification only for purposes of the Settlement. Plaintiff shall apply to the Court for approval of the Settlement Agreement and for class certification solely for purposes of effectuating the Settlement. Defendant shall not oppose this application. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class certification is proper under the standard applied to contested certification motions and that the Settlement will not be admissible in this, or any other, legal process as evidence that (i) a class should be certified, (ii) representative treatment is appropriate, or (iii) Defendant is liable to Plaintiff or any of the Class Members and/or Aggrieved Employees. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Final Judgment, Polymeric reserves the right to contest certification of any class for any reason, and Defendant reserves all available defenses to the claims in the Action. 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 (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. **Confidentiality Prior to Preliminary Approval.** Plaintiff, Class Counsel, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each

other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Final Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 13.4. 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 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of Steve Pearl and/or the Court for resolution.
- 13.7. 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.
- 13.8. No Tax Advice. Neither Plaintiff, Class Counsel, 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.

- 13.9. 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.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. 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.
- 13.12. 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.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §§ 1119 & 1152, and all copies and summaries of the Class Data provided to Class Counsel by Polymeric in connection with 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 date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Polymeric unless, prior to the Court's discharge of the Administrator's obligation, Polymeric makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 13.15. 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.
- 13.16. 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.
- 13.17. 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:

Jonathan Melmed
Laura Supanich
MELMED LAW GROUP P.C.
1801 Century Park East, Suite 850
Los Angeles, CA 90067

To Polymeric:

Joan B. Tucker Fife
WINSTON & STRAWN LLP
101 California Street
San Francisco, CA 94111

Winston K. Hu
Zarouhi Papazyan
WINSTON & STRAWN LLP
333 S. Grand Avenue, 38th Floor
Los Angeles, CA 90071

- 13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), 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 if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 13.19. 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.
- 13.20. Participating Class Member and Aggrieved Employee Signatories. It is agreed that because the Participating Class Members and Aggrieved Employees are numerous, it is impossible or impractical to have each Participating Class Member and Aggrieved Employee execute this Agreement. The Class Notice will advise all Class Members and Aggrieved Employees of the binding nature of the release and, upon Final Approval, such shall have the same force and effect as if this Agreement were executed by each Participating Class Member and Aggrieved Employee.
- 13.21. Terms of Agreement Subject to Court Approval. All terms set forth in the Settlement Agreement are subject to Court approval.
- 13.22. Plaintiff's Waiver of Right to be Excluded. Plaintiff agrees that by signing this Agreement, he is bound by the terms herein stated and further agrees not to request to be excluded from the Settlement.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

[signatures on following page]

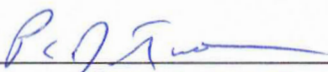
IN WITNESS THEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below:

Dated: _____

By: Plaintiff Adrian Sanchez

POLYMERIC TECHNOLOGY, INC.

Dated: 8/16/2024

By: 
Its: Patrick J. Tool
CEO

APPROVED AS TO FORM:

MELMED LAW GROUP P.C.

Dated: 8/19/2024


By: Jonathan Melmed
Attorney for Plaintiff, Adrian Sanchez

WINSTON & STRAWN LLP

Dated: 8/16/2024


By: Joan B. Tucker Fife
Attorney for Defendant, Polymeric
Technology, Inc.

EXHIBIT 3

AMENDMENT TO THE AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This shall serve as an amendment to the **Amended Class Action and PAGA Settlement Agreement** (“Settlement Agreement”) entered into on August 19, 2024 between Plaintiff Adrian Sanchez (“Plaintiff” or “Sanchez”), on the one hand, individually, as a representative of the Settlement Class and as a representative of the State of California and Aggrieved Employees, as defined below, by and through his counsel of record Melmed Law Group, P.C. (“Class Counsel”), and Defendant Polymeric Technology, Inc. (“Polymeric” or “Defendant”) (Plaintiff and Defendant are collectively referred to as “the Parties”) on the other hand, by and through its counsel of record, Winston & Strawn LLP. All other settlement terms remain the same.

The following provisions of the Settlement Agreement are hereby amended as follows:

3.2 Amended Complaint and PAGA Notice Letter. In connection with this Settlement, Plaintiff ~~has filed the First Amended Complaint~~ in the Action and ~~has submitted an~~ amended PAGA Notice letter to the LWDA. ~~The First Amended Complaint adds a claim for civil penalties pursuant to PAGA. Both the First Amended Complaint and the amended PAGA Notice letter include all the factual allegations and claims originally alleged in the complaint and the original PAGA Notice Letter, along with additional specific references to the factual allegations, claims, and Labor Code sections – which were encompassed in the original complaint and PAGA Notice letter, developed during the course of litigation, and raised at mediation. Thus the first amended complaint and amended PAGA Notice letter reference all Labor Code sections that were negotiated at mediation based on the original complaint and PAGA Notice letter and now included in the releases set forth in Paragraphs 5.4 and 5.5 of this Agreement. The Parties have agreed that Polymeric shall maintain any and all affirmative defenses but shall not be (and has not been) required to file an answer or other responsive pleading to the First Amended Complaint and that such agreement precludes Plaintiff from any right to: (a) obtain a default judgment against Polymeric on the basis that Polymeric did not respond to the first amended complaint; (b) argue that Polymeric waived any right to a demurrer or other challenge to the pleadings; and (c) argue that Polymeric waived any affirmative defense.~~

4.7 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the ~~cy pres beneficiary Legal Aid at Work pursuant to~~ California Code of Civil Procedure Section 384, subd. (b).

5. RELEASES OF CLAIMS.

Effective on the date when Polymeric fully funds the entire Gross Settlement Amount, Plaintiff, Class Members, and the Aggrieved Employees will release claims against all Released Parties as follows:

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5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from the Released Class Claims, the Released PAGA Claims, and all other claims, transactions, or occurrences – known or unknown – that occurred through the last day of the Class Period (“Plaintiff's Release”). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. 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.

5.1.1 Plaintiff warrants and represents that Plaintiff has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Settlement. Plaintiff is solely responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold the Released Parties harmless against any liens, damages, penalties, fines, fees, assessments, taxes or attorneys' fees that may be imposed against or incurred by any of the Released Parties as a result of the Action of any lien holder or any lien claimant or any court in relation to any interest which any third party may have in any claim which Plaintiff is releasing under this Settlement Agreement or any interest in any of the proceeds paid to Plaintiff or Class Counsel under this Settlement Agreement.

5.2 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

Being fully informed of this provision of the Civil Code and understanding its provisions, Plaintiff agrees to waive any rights under that section (or any statute or common law principle of similar effect), and acknowledges that the Settlement Agreement and the release contained herein extends to all claims that he has or might have against the Released Parties, including those which are presently unknown to him.

5.3 Plaintiff's Release of Age Discrimination in Employment Act Claims. Plaintiff understands and acknowledges that:

- 5.3.1 He is voluntarily waiving any and all rights and claims he has against the Released Parties arising pursuant to the Age Discrimination in Employment Act, 29 U.S.C. §§ 623, et seq. ("ADEA") as of the date Defendant funds the Gross Settlement Amount;
- 5.3.2 He is waiving these substantive rights or claims pursuant to the Settlement Agreement in exchange for consideration, the value of which exceeds the payment or remuneration to which he was already entitled;
- 5.3.3 He has been advised in writing to consult with an attorney of his choosing concerning the Settlement Agreement prior to executing it. He further acknowledges that he sought such advice, that his counsel advised him to sign the Settlement Agreement, and that his execution of the Settlement Agreement is voluntary and without coercion;
- 5.3.4 He has been given at least twenty-one (21) days to consider the terms of the Settlement Agreement, and in the event he decides to sign the Settlement Agreement in fewer than twenty-one (21) days, he has done so with the express understanding that he has been given and declined the opportunity to consider it for a full twenty-one (21) days;
- 5.3.5 He may revoke his waiver of claims arising pursuant to the ADEA at any time during the seven (7) days following the date he signs the Settlement Agreement. Plaintiff understands and agrees that should he revoke his waiver of claims arising pursuant to the ADEA at any time during the seven (7) days following the date he signs the Settlement Agreement, he will receive ten percent (10%) of his respective Court-approved Class Representative Service Payment and such amount will be the consideration for the general release of all his rights and claims addressed in the Settlement Agreement except any claims he may have pursuant to the ADEA. Plaintiff further understands and agrees that should he not revoke his waiver of claims arising pursuant to the ADEA during the seven (7) days following the date he signs the Settlement Agreement, he will receive one hundred percent (100%) of his Representative Service Award and such amount will be consideration for the general release of all rights and claims addressed in the Settlement Agreement, including any claims he may have pursuant to the ADEA;

5.3.6 Any revocation must be in writing and delivered by hand or certified mail to Joan B. Tucker Fife, Winston & Strawn LLP, 101 California Street, 35th Floor, San Francisco, California 94111; and

5.3.7 Any changes to the Settlement Agreement, whether material or immaterial, do not restart the twenty-one-day (21-day) consideration period.

5.4 Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, demands, damages, debts, liabilities, actions, causes, and/or causes of action, whether known or unknown, that were asserted in all complaints filed in the Action and/or all of Plaintiff's letter(s) and communication(s) with the LWDA; and/or that could have been asserted in all complaints filed in the Action and/or all of Plaintiff's letter(s) and communication(s) with the LWDA directly arising from the facts and/or allegations in the First Amended Complaint and/or Plaintiff's November 23, 2023, July 10, 2024, and July 18, 2024 PAGA letters and communications to the LWDA. This release includes, but is not limited to, claims for violation(s) of California Labor Code sections 200, 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 511, 512, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2804, all applicable IWC Wage Orders, California Business & Professions Code sections 17000 *et seq.* and 17200 *et seq.*, and any and all claims for attorneys' fees and costs and statutory interest associated with the aforementioned claims. This includes but is not limited to claims for: the purported payment or nonpayment of compensation, including, but not limited to, wages, minimum wage, straight time, overtime, premium pay, and the calculation or miscalculation of any of the foregoing; failure to pay wages due to any alleged unlawful and/or improperly adopted alternative workweek schedule; failure to provide compliant meal and rest periods; meal or rest period premiums or penalties, including the calculation or miscalculation thereof; failure to pay for all hours worked, including but not limited to alleged off-the-clock work and due to any alleged unlawful time rounding policy; failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to accurately record time, including all time worked (such as off-the-clock work); failure to provide timely and compliant wage statements; failure to maintain accurate employment records; failure to timely pay wages during employment and upon separation; failure to reimburse business expenses; unfair business practices; related premiums, statutory penalties, waiting time penalties, civil penalties; liquidated damages; interest; punitive damages; costs; attorneys' fees; injunctive relief; declaratory relief; accounting; any unpaid wages or compensation related to any or all of the foregoing; any premium payments related to any or all of the foregoing; restitution for any or all of the foregoing;

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any penalties, including statutory and civil penalties, related to any or all of the foregoing; attorneys' fees or costs related to any or all of the foregoing; and interest related to any or all of the foregoing. This release shall include all the above claims during the Class Period.

5.5 Release by Aggrieved Employees. The California Supreme Court recognized in *Adolph v. Uber Technologies, Inc.*, 14 Cal. 5th 1104 (2023) that a PAGA plaintiff has "standing as an aggrieved employee to litigate claims on behalf of other employees under PAGA," and further discussed that a PAGA plaintiff has both "individual claims" and "nonindividual claims." Pursuant to *Adolph*, Plaintiff, acting as a proxy and agent to the LWDA and as himself, releases the claims of the LWDA, and the individual and nonindividual claims of the Aggrieved Employees against the Released Parties for the following: any and all claims, known or unknown, arising or accruing at any point during the PAGA Period, for civil penalties under California Labor Code section 2698 *et seq.* (PAGA) that: were asserted in or Plaintiff's November 23, 2023, July 10, 2024, and July 18, 2024 PAGA letters and communications to the LWDA; and/or that could have been asserted directly arising from the facts and/or allegations in Plaintiff's letters and communications to the LWDA. This release includes, but is not limited to, claims for PAGA civil penalties premised on: California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 511, 512, 558, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2804, and all applicable IWC Wage Orders. This release also includes, but is not limited to, claims for PAGA civil penalties premised on: minimum wage, straight time, overtime, premium pay, and the calculation or miscalculation of any of the foregoing; failure to pay wages due to any alleged unlawful and/or improperly adopted alternative workweek schedule; meal or rest period premiums or penalties, including the calculation or miscalculation thereof; failure to pay for all hours worked, including but not limited to alleged off-the-clock work and due to any alleged unlawful rounding policy; failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to provide compliant meal and rest periods; failure to accurately record time, including all time worked (such as off-the-clock work); failure to provide timely and compliant wage statements; failure to maintain accurate employment records; failure to timely pay wages during employment and upon separation; and failure to reimburse business expenses. This release also includes any attorneys' fees or costs related to any or all of the foregoing. This release shall include all the above claims during the PAGA Period.

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The Parties knowingly and voluntarily agree to the aforementioned amended terms.

MELMED LAW GROUP P.C.

Dated: _____

By: Jonathan Melmed
Attorney for Plaintiff, Adrian Sanchez

WINSTON & STRAWN LLP

Dated: _____

By: Joan B. Tucker Fife
Attorney for Defendant, Polymeric
Technology, Inc.

EXHIBIT 4

AMENDMENT TO THE AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This shall serve as an amendment to the **Amended Class Action and PAGA Settlement Agreement** (“Settlement Agreement”) entered into on August 19, 2024 between Plaintiff Adrian Sanchez (“Plaintiff” or “Sanchez”), on the one hand, individually, as a representative of the Settlement Class and as a representative of the State of California and Aggrieved Employees, as defined below, by and through his counsel of record Melmed Law Group, P.C. (“Class Counsel”), and Defendant Polymeric Technology, Inc. (“Polymeric” or “Defendant”) (Plaintiff and Defendant are collectively referred to as “the Parties”) on the other hand, by and through its counsel of record, Winston & Strawn LLP. All other settlement terms remain the same.

The following provisions of the Settlement Agreement are hereby amended as follows:

3.2 Amended Complaint and PAGA Notice Letter. In connection with this Settlement, Plaintiff has filed the First Amended Complaint in the Action and has submitted an amended PAGA Notice letter to the LWDA. The First Amended Complaint adds a claim for civil penalties pursuant to PAGA, Both the First Amended Complaint and the amended PAGA Notice letter include all the factual allegations and claims originally alleged in the complaint and the original PAGA Notice Letter, along with additional specific references to the factual allegations, claims, and Labor Code sections – which were encompassed in the original complaint and PAGA Notice letter, developed during the course of litigation, and raised at mediation. Thus the first amended complaint and amended PAGA Notice letter reference all Labor Code sections that were negotiated at mediation based on the original complaint and PAGA Notice letter and now included in the releases set forth in Paragraphs 5.4 and 5.5 of this Agreement. The Parties have agreed that Polymeric shall maintain any and all affirmative defenses but shall not be (and has not been) required to file an answer or other responsive pleading to the First Amended Complaint and that such agreement precludes Plaintiff from any right to: (a) obtain a default judgment against Polymeric on the basis that Polymeric did not respond to the first amended complaint; (b) argue that Polymeric waived any right to a demurrer or other challenge to the pleadings; and (c) argue that Polymeric waived any affirmative defense.

4.7 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the *cy pres* beneficiary Legal Aid at Work pursuant to California Code of Civil Procedure Section 384, subd. (b).

5. RELEASES OF CLAIMS.

Effective on the date when Polymeric fully funds the entire Gross Settlement Amount, Plaintiff, Class Members, and the Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from the Released Class Claims, the Released PAGA Claims, and all other claims, transactions, or occurrences – known or unknown – that occurred through the last day of the Class Period (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose at any time. 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.

5.1.1 Plaintiff warrants and represents that Plaintiff has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Settlement. Plaintiff is solely responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold the Released Parties harmless against any liens, damages, penalties, fines, fees, assessments, taxes or attorneys’ fees that may be imposed against or incurred by any of the Released Parties as a result of the Action of any lien holder or any lien claimant or any court in relation to any interest which any third party may have in any claim which Plaintiff is releasing under this Settlement Agreement or any interest in any of the proceeds paid to Plaintiff or Class Counsel under this Settlement Agreement.

5.2 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

Being fully informed of this provision of the Civil Code and understanding its provisions, Plaintiff agrees to waive any rights under that section (or any statute or common law principle of similar effect), and acknowledges that the Settlement Agreement and the release contained herein extends to all claims that he has or might have against the Released Parties, including those which are presently unknown to him.

5.3 Plaintiff's Release of Age Discrimination in Employment Act Claims. Plaintiff understands and acknowledges that:

- 5.3.1 He is voluntarily waiving any and all rights and claims he has against the Released Parties arising pursuant to the Age Discrimination in Employment Act, 29 U.S.C. §§ 623, et seq. ("ADEA") as of the date Defendant funds the Gross Settlement Amount;
- 5.3.2 He is waiving these substantive rights or claims pursuant to the Settlement Agreement in exchange for consideration, the value of which exceeds the payment or remuneration to which he was already entitled;
- 5.3.3 He has been advised in writing to consult with an attorney of his choosing concerning the Settlement Agreement prior to executing it. He further acknowledges that he sought such advice, that his counsel advised him to sign the Settlement Agreement, and that his execution of the Settlement Agreement is voluntary and without coercion;
- 5.3.4 He has been given at least twenty-one (21) days to consider the terms of the Settlement Agreement, and in the event he decides to sign the Settlement Agreement in fewer than twenty-one (21) days, he has done so with the express understanding that he has been given and declined the opportunity to consider it for a full twenty-one (21) days;
- 5.3.5 He may revoke his waiver of claims arising pursuant to the ADEA at any time during the seven (7) days following the date he signs the Settlement Agreement. Plaintiff understands and agrees that should he revoke his waiver of claims arising pursuant to the ADEA at any time during the seven (7) days following the date he signs the Settlement Agreement, he will receive ten percent (10%) of his respective Court-approved Class Representative Service Payment and such amount will be the consideration for the general release of all his rights and claims addressed in the Settlement Agreement except any claims he may have pursuant to the ADEA. Plaintiff further understands and agrees that should he not revoke his waiver of claims arising pursuant to the ADEA during the seven (7) days following the date he signs the Settlement Agreement, he will receive one hundred percent (100%) of his Representative Service Award and such amount will be consideration for the general release of all rights and claims addressed in the Settlement Agreement, including any claims he may have pursuant to the ADEA;

5.3.6 Any revocation must be in writing and delivered by hand or certified mail to Joan B. Tucker Fife, Winston & Strawn LLP, 101 California Street, 35th Floor, San Francisco, California 94111; and

5.3.7 Any changes to the Settlement Agreement, whether material or immaterial, do not restart the twenty-one-day (21-day) consideration period.

5.4 Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, demands, damages, debts, liabilities, actions, causes, and/or causes of action, whether known or unknown, that were asserted in all complaints filed in the Action and/or all of Plaintiff's letter(s) and communication(s) with the LWDA; and/or that could have been asserted in all complaints filed in the Action and/or all of Plaintiff's letter(s) and communication(s) with the LWDA directly arising from the facts and/or allegations in the First Amended Complaint and/or Plaintiff's November 23, 2023, July 10, 2024, and July 18, 2024 PAGA letters and communications to the LWDA. This release includes, but is not limited to, claims for violation(s) of California Labor Code sections 200, 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 511, 512, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2804, all applicable IWC Wage Orders, California Business & Professions Code sections 17000 *et seq.* and 17200 *et seq.*, and any and all claims for attorneys' fees and costs and statutory interest associated with the aforementioned claims. This includes but is not limited to claims for: the purported payment or nonpayment of compensation, including, but not limited to, wages, minimum wage, straight time, overtime, premium pay, and the calculation or miscalculation of any of the foregoing; failure to pay wages due to any alleged unlawful and/or improperly adopted alternative workweek schedule; failure to provide compliant meal and rest periods; meal or rest period premiums or penalties, including the calculation or miscalculation thereof; failure to pay for all hours worked, including but not limited to alleged off-the-clock work and due to any alleged unlawful time rounding policy; failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to accurately record time, including all time worked (such as off-the-clock work); failure to provide timely and compliant wage statements; failure to maintain accurate employment records; failure to timely pay wages during employment and upon separation; failure to reimburse business expenses; unfair business practices; related premiums, statutory penalties, waiting time penalties, civil penalties; liquidated damages; interest; punitive damages; costs; attorneys' fees; injunctive relief; declaratory relief; accounting; any unpaid wages or compensation related to any or all of the foregoing; any premium payments related to any or all of the foregoing; restitution for any or all of the foregoing;

any penalties, including statutory and civil penalties, related to any or all of the foregoing; attorneys' fees or costs related to any or all of the foregoing; and interest related to any or all of the foregoing. This release shall include all the above claims during the Class Period.

5.5 Release by Aggrieved Employees. The California Supreme Court recognized in *Adolph v. Uber Technologies, Inc.*, 14 Cal. 5th 1104 (2023) that a PAGA plaintiff has "standing as an aggrieved employee to litigate claims on behalf of other employees under PAGA," and further discussed that a PAGA plaintiff has both "individual claims" and "nonindividual claims." Pursuant to *Adolph*, Plaintiff, acting as a proxy and agent to the LWDA and as himself, releases the claims of the LWDA and the individual and nonindividual claims of the Aggrieved Employees against the Released Parties for the following: any and all claims, known or unknown, arising or accruing at any point during the PAGA Period, for civil penalties under California Labor Code section 2698 *et seq.* (PAGA) that: were asserted in or Plaintiff's November 23, 2023, July 10, 2024, and July 18, 2024 PAGA letters and communications to the LWDA; and/or that could have been asserted directly arising from the facts and/or allegations in Plaintiff's letters and communications to the LWDA. This release includes, but is not limited to, claims for PAGA civil penalties premised on: California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 511, 512, 558, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2804, and all applicable IWC Wage Orders. This release also includes, but is not limited to, claims for PAGA civil penalties premised on: minimum wage, straight time, overtime, premium pay, and the calculation or miscalculation of any of the foregoing; failure to pay wages due to any alleged unlawful and/or improperly adopted alternative workweek schedule; meal or rest period premiums or penalties, including the calculation or miscalculation thereof; failure to pay for all hours worked, including but not limited to alleged off-the-clock work and due to any alleged unlawful rounding policy; failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to provide compliant meal and rest periods; failure to accurately record time, including all time worked (such as off-the-clock work); failure to provide timely and compliant wage statements; failure to maintain accurate employment records; failure to timely pay wages during employment and upon separation; and failure to reimburse business expenses. This release also includes any attorneys' fees or costs related to any or all of the foregoing. This release shall include all the above claims during the PAGA Period.

The Parties knowingly and voluntarily agree to the aforementioned amended terms.

MELMED LAW GROUP P.C.

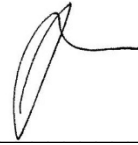
Dated: 10/08/2024



By: Jonathan Melmed
Attorney for Plaintiff, Adrian Sanchez

WINSTON & STRAWN LLP

Dated: 10/8/2024



By: Joan B. Tucker Fife
Attorney for Defendant, Polymeric
Technology, Inc.

EXHIBIT 5

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Sanchez v. Polymeric Technology, Inc.,

(Superior Court of the State of California, County of Alameda, Case No. 23CV052248)

The Superior Court of the State of California, County of Alameda, authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Polymeric Technology, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by a former employee Adrian Sanchez ("Plaintiff") and seeks payment of (1) back wages, unreimbursed expenses, and other relief for a class of non-exempt employees ("Class Members") who worked in California for Defendant during the Class Period (November 27, 2019 to [INSERT DATE Court grants preliminary approval]); and (2) penalties under the California Private Attorney General Act ("PAGA") for all non-exempt employees who worked in California for Defendant during the PAGA Period (November 27, 2022 to [INSERT DATE Court grants preliminary approval]) ("Aggrieved Employees").

This notice is being sent to all Class Members, as determined by Defendant's records. The fact that you are receiving notice means you are a Class Member pursuant to the proposed Settlement. You may also be an Aggrieved Employee, depending on when you worked for Defendant as a non-exempt employee in California.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records and calculations showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period or more pay periods during the PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have

carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for the Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to separately assert the Released Class Claims (defined below) and the Released PAGA Claims (defined below) against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue the Released Class Claims against the Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

The Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against the Defendant and/or any of the Released Parties that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [INSERT RESPONSE DEADLINE DATE]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the Released PAGA Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [INSERT RESPONSE DEADLINE DATE]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [INSERT FINAL APPROVAL HEARING DATE] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [INSERT FINAL APPROVAL HEARING DATE] . You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or, if available, by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [INSERT RESPONSE DEADLINE DATE]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [INSERT RESPONSE DEADLINE DATE] . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay all minimum and overtime wages, failing to provide meal periods and rest breaks or compensation in lieu thereof, failing to maintain accurate itemized wage statements and employment records, failing to timely pay wages during employment and upon separation, failing to indemnify necessary business expenditures, failing to issue accurate itemized wage statements, and unfair competition, among other things. Based on the same and similar claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys (“Class Counsel”) in the Action:

Jonathan Melmed
Laura Supanich
Rebecca Harteker
MELMED LAW GROUP P.C.
1801 Century Park East, Suite 850
Los Angeles, CA 90067

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether the Defendant or Plaintiff is correct on the merits.

Plaintiff and Defendant hired an experienced, neutral third-party mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settling the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$400,000.00 as the Gross Settlement Amount (“Gross Settlement”). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date¹. The Judgment will be final on the date the Court enters Judgment, or a later date if

¹ “Effective Date” means the date on which the Court’s order approving the Settlement and its entry of judgment become Final.

Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$133,333.33 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$10,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$20,000.00 for PAGA Penalties, allocated 75% (\$15,000.00) to the LWDA PAGA Payment and 25% (\$5,000.00) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and the remaining 80% allocated to settlement of claims for interest, penalties, and other non-wage amounts ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendant will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than 60 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees plus an additional 14 days for Class Members whose Class Notice is re-mailed ("Response Deadline"), that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [INSERT RESPONSE DEADLINE DATE] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert any of the Released PAGA Claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant fully fund the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement ("Released Class Claims"). This means that unless you opted out by validly

excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and/or any of the Released Parties² for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, demands, damages, debts, liabilities, actions, causes, and/or causes of action, whether known or unknown, that were asserted in all complaints filed in the Action and/or all of Plaintiff's letter(s) and communication(s) with the LWDA; and/or that could have been asserted in all complaints filed in the Action and/or all of Plaintiff's letter(s) and communication(s) with the LWDA directly arising from the facts and/or allegations in the First Amended Complaint and/or Plaintiff's November 23, 2023, July 10, 2024, and July 18, 2024 PAGA letters and communications to the LWDA. This release includes, but is not limited to, claims for violation(s) of California Labor Code sections 200, 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 511, 512, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2804, all applicable IWC Wage Orders, California Business & Professions Code sections 17000 *et seq.* and 17200 *et seq.*, and any and all claims for attorneys' fees and costs and statutory interest associated with the aforementioned claims. This includes but is not limited to claims for: the purported payment or nonpayment of compensation, including, but not limited to, wages, minimum wage, straight time, overtime, premium pay, and the calculation or miscalculation of any of the foregoing; failure to pay wages due to any alleged unlawful and/or improperly adopted alternative workweek schedule; failure to provide compliant meal and rest periods; meal or rest period premiums or penalties, including the calculation or miscalculation thereof; failure to pay for all hours worked, including but not limited to alleged off-the-clock work and due to any alleged unlawful time rounding policy; failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to accurately record time, including all time worked (such as off-the-clock work); failure to provide timely and compliant wage statements; failure to maintain accurate employment records; failure to timely pay wages during employment and upon separation; failure to reimburse business expenses; unfair business practices; related premiums, statutory penalties, waiting time penalties, civil penalties; liquidated damages; interest; punitive damages; costs; attorneys' fees; injunctive

² "Released Parties" means Defendant's former, present, or future parents, subsidiaries, predecessors, acquired companies/entities, successors, assigns, and affiliates; and each of the foregoing's former and present officers, directors, shareholders, partners, executives, employees, insurers, successors, predecessors, contractors, assigns, and managing agents, agents, and insurers; any and all agents, legal representatives and/or attorneys of all of the foregoing entities and individuals and any entities that Plaintiff and/or any Class Member or Aggrieved Employee may assert are joint employers with Polymeric Technology, Inc.

relief; declaratory relief; accounting; any unpaid wages or compensation related to any or all of the foregoing; any premium payments related to any or all of the foregoing; restitution for any or all of the foregoing; any penalties, including statutory and civil penalties, related to any or all of the foregoing; attorneys' fees or costs related to any or all of the foregoing; and interest related to any or all of the foregoing. This release shall include all the above claims during the Class Period.

10. **Aggrieved Employees' PAGA Release.** After the Court's judgment is final, and Defendant have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting the PAGA claims described below under The Aggrieved Employees' Releases for Participating and Non-Participating Class Members ("Released PAGA Claims") against Defendant and/or any of the Released Parties whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant and/or any of the Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

The California Supreme Court recognized in *Adolph v. Uber Technologies, Inc.*, 14 Cal. 5th 1104 (2023) that a PAGA plaintiff has "standing as an aggrieved employee to litigate claims on behalf of other employees under PAGA," and further discussed that a PAGA plaintiff has both "individual claims" and "nonindividual claims." Pursuant to *Adolph*, Plaintiff, acting as a proxy and agent to the LWDA and as himself, releases the claims of the LWDA and the individual and nonindividual claims of the Aggrieved Employees against the Released Parties for the following: any and all claims, known or unknown, arising or accruing at any point during the PAGA Period, for civil penalties under California Labor Code section 2698 *et seq.* (PAGA) that: were asserted in or Plaintiff's November 23, 2023, July 10, 2024, and July 18, 2024 PAGA letters and communications to the LWDA; and/or that could have been asserted directly arising from the facts and/or allegations in Plaintiff's letters and communications to the LWDA. This release includes, but is not limited to, claims for PAGA civil penalties premised on: California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 511, 512, 558, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2804, and all applicable IWC Wage Orders. This release also includes, but is not limited to, claims for PAGA civil penalties premised on: minimum wage, straight time, overtime, premium pay, and the calculation or miscalculation of any of the foregoing; failure to pay wages due to any alleged unlawful and/or improperly adopted alternative workweek schedule; meal or rest period premiums or penalties, including the calculation or miscalculation thereof; failure to pay for all hours worked, including but not limited to alleged off-the-clock work and due to any alleged unlawful rounding policy; failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to provide compliant meal

Deleted: all claims, demands, damages, debts, liabilities, actions, causes, and/or causes of action, whether known or unknown, that were asserted in any complaint filed in the Action (including any subsequently amended complaints) and/or any of Plaintiff's letter(s) and communication(s) with the LWDA (including any subsequently amended letter(s) and communication(s)); and/or that could have been asserted in any complaint filed in the Action (including any subsequently amended complaints) and/or any of Plaintiff's letter(s) and communication(s) with the LWDA (including any subsequently amended letter(s) and communication(s)) based on or related to the facts and/or allegations in any complaint filed in the Action (including any subsequently amended complaints) and/or Plaintiff's letter(s) and communication(s) to the LWDA (including any subsequently amended letter(s) and communication(s)). This release includes, but is not limited to, claims for violation(s) of California Labor Code sections 200, 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 512, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2804, all applicable IWC Wage Orders, California Business & Professions Code sections 17000 *et seq.* and 17200 *et seq.*, and any and all claims for attorneys' fees and costs and statutory interest associated with the aforementioned claims. This includes but is not limited to claims for: the purported payment or nonpayment of compensation, including, but not limited to, wages, minimum wage, straight time, overtime, premium pay, and the calculation or miscalculation of any of the foregoing; failure to pay wages due to any alleged unlawful and/or improperly adopted alternative workweek schedule; failure to provide compliant meal and rest periods; meal or rest period premiums or penalties, including the calculation or miscalculation thereof; failure to pay for all hours worked, including but not limited to alleged off-the-clock work and due to any alleged unlawful time rounding policy; failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to accurately record time, including all time worked (such as off-the-clock work); failure to provide timely and compliant wage statements; failure to maintain accurate employment records; failure to timely pay wages during employment and upon separation; failure to reimburse business expenses; unfair business practices; related premiums, statutory penalties, waiting time penalties, civil penalties; liquidated damages; interest; punitive damages; costs; attorneys' fees; injunctive relief; declaratory relief; accounting; any unpaid wages or compensation related to any or all of the foregoing; any premium payments related to any or all of the foregoing; restitution for any or all of the foregoing; any penalties, including statutory and civil penalties, related to any or all of the foregoing; attorneys' fees or costs related to any or all of the foregoing; and interest related to any or all of the foregoing. This release shall include all the above claims during the Class Period

and rest periods; failure to accurately record time, including all time worked (such as off-the-clock work); failure to provide timely and compliant wage statements; failure to maintain accurate employment records; failure to timely pay wages during employment and upon separation; and failure to reimburse business expenses. This release also includes any attorneys' fees or costs related to any or all of the foregoing. This release shall include all the above claims during the PAGA Period,

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. **Individual Class Payments.** The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks (as defined in section 1.42 of the Agreement) worked by all Participating Class Members, and (b) multiplying the result by the weighted number of Workweeks worked by each individual Participating Class Member.
2. **Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. **Workweek/Pay Period Challenges.** The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **[INSERT RESPONSE DEADLINE DATE]** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. **Participating Class Members.** The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

Deleted: All Aggrieved Employees shall be deemed to release the Released Parties from any and all claims, known or unknown, arising or accruing at any point during the PAGA Period, for civil penalties under California Labor Code section 2698 *et seq.* (PAGA) that: were asserted in any complaint filed in the Action and/or Plaintiff's letter(s) and communication(s) to the LWDA (including any subsequently amended complaints or letters); and/or that could have been asserted in any complaint filed in the Action and/or any of Plaintiff's letter(s) and communication(s) to the LWDA (including any subsequently amended complaints or letters) based on or related to the facts and/or allegations in any complaint filed in the Action and/or Plaintiff's letter(s) and communication(s) to the LWDA (including any subsequently amended complaints or letters). This release includes, but is not limited to, claims for PAGA civil penalties premised on: California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 511, 512, 558, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2804, and all applicable IWC Wage Orders. This release also includes, but is not limited to, claims for PAGA civil penalties premised on: minimum wage, straight time, overtime, premium pay, and the calculation or miscalculation of any of the foregoing; failure to pay wages due to any alleged unlawful and/or improperly adopted alternative workweek schedule; meal or rest period premiums or penalties, including the calculation or miscalculation thereof; failure to pay for all hours worked, including but not limited to alleged off-the clock work and due to any alleged unlawful rounding policy; failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to provide compliant meal and rest periods; failure to accurately record time, including all time worked (such as off-the-clock work); failure to provide timely and compliant wage statements; failure to maintain accurate employment records; failure to timely pay wages during employment and upon separation; and failure to reimburse business expenses. This release also includes any attorneys' fees or costs related to any or all of the foregoing. This release shall include all the above claims during the PAGA Period

2. **Non-Participating Class Members.** The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Sanchez v. Polymeric Technology, Inc.*, Case No. 23CV052248, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [INSERT RESPONSE DEADLINE DATE], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least **16 days before the calendared** Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in **Section 9 of this Notice**) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [**website url**].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [INSERT RESPONSE DEADLINE DATE].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Sanchez v. Polymeric Technology, Inc.*, Case No. 23CV052248, and include your name, current address, telephone number, and approximate dates of employment for **the Defendant and/or any of the Released Parties** and sign the objection. **Section 9 of this Notice has the Administrator's contact information.**

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [ENTER FINAL APPROVAL HEARING DATE] at [TIME] in Department 21 before the Honorable Noel Wise, Judge of the Superior Court of California, Alameda County, located at the Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland, CA 94612. At the Hearing, the Judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) [either] personally [or virtually through Zoom via the following link: <https://alameda-courts-ca-gov.zoomgov.com/my/department21>]. Check the Administrator's website [website url] for the most current information.

It's possible the Court will reschedule the Final Approval Hearing and/or that the above Zoom link may change. You should check the Administrator's website [website url] beforehand or contact Class Counsel to verify the above date, time, and information for the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything the Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to CPT Group, Inc.'s website at [website url]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

CLASS COUNSEL:

Jonathan Melmed
jm@melmedlaw.com
Laura Supanich
lms@melmedlaw.com
Rebecca Harteker
rh@melmedlaw.com
MELMED LAW GROUP P.C.
1801 Century Park East, Suite 850
Los Angeles, CA 90067
Tel. 310-824-3828

SETTLEMENT ADMINISTRATOR:

CPT Group, Inc.
info@cptgroup.com
50 Corporate Park,
Irvine, CA 92606
Telephone: 877.705.5021
Fax: 949.419.3446

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should contact the Unclaimed Property Division of the California State Controller – <https://ucpi.sco.ca.gov> – for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 6

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Sanchez v. Polymeric Technology, Inc.,

(Superior Court of the State of California, County of Alameda, Case No. 23CV052248)

The Superior Court of the State of California, County of Alameda, authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Polymeric Technology, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee Adrian Sanchez (“Plaintiff”) and seeks payment of (1) back wages, unreimbursed expenses, and other relief for a class of non-exempt employees (“Class Members”) who worked in California for Defendant during the Class Period (November 27, 2019 to [INSERT DATE Court grants preliminary approval]); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked in California for Defendant during the PAGA Period (November 27, 2022 to [INSERT DATE Court grants preliminary approval]) (“Aggrieved Employees”).

This notice is being sent to all Class Members, as determined by Defendant’s records. The fact that you are receiving notice means you are a Class Member pursuant to the proposed Settlement. You may also be an Aggrieved Employee, depending on when you worked for Defendant as a non-exempt employee in California.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records and calculations showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period or more pay periods during the PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have

carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for the Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to separately assert the Released Class Claims (defined below) and the Released PAGA Claims (defined below) against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue the Released Class Claims against the Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

The Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against the Defendant and/or any of the Released Parties that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [INSERT RESPONSE DEADLINE DATE]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the Released PAGA Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [INSERT RESPONSE DEADLINE DATE]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [INSERT FINAL APPROVAL HEARING DATE] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [INSERT FINAL APPROVAL HEARING DATE] . You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or, if available, by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [INSERT RESPONSE DEADLINE DATE]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [INSERT RESPONSE DEADLINE DATE] . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay all minimum and overtime wages, failing to provide meal periods and rest breaks or compensation in lieu thereof, failing to maintain accurate itemized wage statements and employment records, failing to timely pay wages during employment and upon separation, failing to indemnify necessary business expenditures, failing to issue accurate itemized wage statements, and unfair competition, among other things. Based on the same and similar claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys (“Class Counsel”) in the Action:

Jonathan Melmed
Laura Supanich
Rebecca Harteker
MELMED LAW GROUP P.C.
1801 Century Park East, Suite 850
Los Angeles, CA 90067

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether the Defendant or Plaintiff is correct on the merits.

Plaintiff and Defendant hired an experienced, neutral third-party mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settling the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$400,000.00 as the Gross Settlement Amount (“Gross Settlement”). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date¹. The Judgment will be final on the date the Court enters Judgment, or a later date if

¹ “Effective Date” means the date on which the Court’s order approving the Settlement and its entry of judgment become Final.

Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$133,333.33 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$10,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$20,000.00 for PAGA Penalties, allocated 75% (\$15,000.00) to the LWDA PAGA Payment and 25% (\$5,000.00) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and the remaining 80% allocated to settlement of claims for interest, penalties, and other non-wage amounts ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendant will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than 60 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees plus an additional 14 days for Class Members whose Class Notice is re-mailed ("Response Deadline"), that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [INSERT RESPONSE DEADLINE DATE] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert any of the Released PAGA Claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant fully fund the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement ("Released Class Claims"). This means that unless you opted out by validly

excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and/or any of the Released Parties² for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, demands, damages, debts, liabilities, actions, causes, and/or causes of action, whether known or unknown, that were asserted in all complaints filed in the Action and/or all of Plaintiff's letter(s) and communication(s) with the LWDA; and/or that could have been asserted in all complaints filed in the Action and/or all of Plaintiff's letter(s) and communication(s) with the LWDA directly arising from the facts and/or allegations in the First Amended Complaint and/or Plaintiff's November 23, 2023, July 10, 2024, and July 18, 2024 PAGA letters and communications to the LWDA. This release includes, but is not limited to, claims for violation(s) of California Labor Code sections 200, 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 511, 512, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2804, all applicable IWC Wage Orders, California Business & Professions Code sections 17000 *et seq.* and 17200 *et seq.*, and any and all claims for attorneys' fees and costs and statutory interest associated with the aforementioned claims. This includes but is not limited to claims for: the purported payment or nonpayment of compensation, including, but not limited to, wages, minimum wage, straight time, overtime, premium pay, and the calculation or miscalculation of any of the foregoing; failure to pay wages due to any alleged unlawful and/or improperly adopted alternative workweek schedule; failure to provide compliant meal and rest periods; meal or rest period premiums or penalties, including the calculation or miscalculation thereof; failure to pay for all hours worked, including but not limited to alleged off-the-clock work and due to any alleged unlawful time rounding policy; failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to accurately record time, including all time worked (such as off-the-clock work); failure to provide timely and compliant wage statements; failure to maintain accurate employment records; failure to timely pay wages during employment and upon separation; failure to reimburse business expenses; unfair business practices; related premiums, statutory penalties, waiting time penalties, civil penalties; liquidated damages; interest; punitive damages; costs; attorneys' fees; injunctive

² "Released Parties" means Defendant's former, present, or future parents, subsidiaries, predecessors, acquired companies/entities, successors, assigns, and affiliates; and each of the foregoing's former and present officers, directors, shareholders, partners, executives, employees, insurers, successors, predecessors, contractors, assigns, and managing agents, agents, and insurers; any and all agents, legal representatives and/or attorneys of all of the foregoing entities and individuals and any entities that Plaintiff and/or any Class Member or Aggrieved Employee may assert are joint employers with Polymeric Technology, Inc.

relief; declaratory relief; accounting; any unpaid wages or compensation related to any or all of the foregoing; any premium payments related to any or all of the foregoing; restitution for any or all of the foregoing; any penalties, including statutory and civil penalties, related to any or all of the foregoing; attorneys' fees or costs related to any or all of the foregoing; and interest related to any or all of the foregoing. This release shall include all the above claims during the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting the PAGA claims described below under The Aggrieved Employees' Releases for Participating and Non-Participating Class Members ("Released PAGA Claims") against Defendant and/or any of the Released Parties whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant and/or any of the Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

The California Supreme Court recognized in *Adolph v. Uber Technologies, Inc.*, 14 Cal. 5th 1104 (2023) that a PAGA plaintiff has "standing as an aggrieved employee to litigate claims on behalf of other employees under PAGA," and further discussed that a PAGA plaintiff has both "individual claims" and "nonindividual claims." Pursuant to *Adolph*, Plaintiff, acting as a proxy and agent to the LWDA and as himself, releases the claims of the LWDA and the individual and nonindividual claims of the Aggrieved Employees against the Released Parties for the following: any and all claims, known or unknown, arising or accruing at any point during the PAGA Period, for civil penalties under California Labor Code section 2698 *et seq.* (PAGA) that: were asserted in or Plaintiff's November 23, 2023, July 10, 2024, and July 18, 2024 PAGA letters and communications to the LWDA; and/or that could have been asserted directly arising from the facts and/or allegations in Plaintiff's letters and communications to the LWDA. This release includes, but is not limited to, claims for PAGA civil penalties premised on: California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 511, 512, 558, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2804, and all applicable IWC Wage Orders. This release also includes, but is not limited to, claims for PAGA civil penalties premised on: minimum wage, straight time, overtime, premium pay, and the calculation or miscalculation of any of the foregoing; failure to pay wages due to any alleged unlawful and/or improperly adopted alternative workweek schedule; meal or rest period premiums or penalties, including the calculation or miscalculation thereof; failure to pay for all hours worked, including but not limited to alleged off-the-clock work and due to any alleged unlawful rounding policy; failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to provide compliant meal

and rest periods; failure to accurately record time, including all time worked (such as off-the-clock work); failure to provide timely and compliant wage statements; failure to maintain accurate employment records; failure to timely pay wages during employment and upon separation; and failure to reimburse business expenses. This release also includes any attorneys' fees or costs related to any or all of the foregoing. This release shall include all the above claims during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks (as defined in section 1.42 of the Agreement) worked by all Participating Class Members, and (b) multiplying the result by the weighted number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [INSERT RESPONSE DEADLINE DATE] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Sanchez v. Polymeric Technology, Inc.*, Case No. 23CV052248, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [INSERT RESPONSE DEADLINE DATE], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least **16 days before the calendared** Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in **Section 9 of this Notice**) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [**website url**].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [INSERT RESPONSE DEADLINE DATE].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Sanchez v. Polymeric Technology, Inc.*, Case No. 23CV052248, and include your name, current address, telephone number, and approximate dates of employment for **the Defendant and/or any of the Released Parties** and sign the objection. **Section 9 of this Notice has the Administrator's contact information.**

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [ENTER FINAL APPROVAL HEARING DATE] at [TIME] in Department 21 before the Honorable Noel Wise, Judge of the Superior Court of California, Alameda County, located at the Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland, CA 94612. At the Hearing, the Judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) [either] personally [or virtually through Zoom via the following link: <https://alameda-courts-ca-gov.zoomgov.com/my/department21>]. Check the Administrator's website [website url] for the most current information.

It's possible the Court will reschedule the Final Approval Hearing and/or that the above Zoom link may change. You should check the Administrator's website [website url] beforehand or contact Class Counsel to verify the above date, time, and information for the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything the Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to CPT Group, Inc.'s website at [website url]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

CLASS COUNSEL:

Jonathan Melmed

jm@melmedlaw.com

Laura Supanich

lms@melmedlaw.com

Rebecca Harteker

rh@melmedlaw.com

MELMED LAW GROUP P.C.

1801 Century Park East, Suite 850

Los Angeles, CA 90067

Tel. 310-824-3828

SETTLEMENT ADMINISTRATOR:

CPT Group, Inc.
info@cptgroup.com
50 Corporate Park,
Irvine, CA 92606
Telephone: 877.705.5021
Fax: 949.419.3446

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should contact the Unclaimed Property Division of the California State Controller – <https://ucpi.sco.ca.gov> – for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF ALAMEDA

I am over the age of 18 years and am employed in the county of Los Angeles, State of California. I am not a party to the action. My business address is 1801 Century Park East, Suite 850, Los Angeles, CA 90067.

I declare that on the date hereof, October 8, 2024, I served the foregoing document(s) described as:

- **Supplemental Declaration of Jonathan Melmed in Support of Motion for Order Granting Preliminary Approval of Class Action Settlement**

By causing a true copy thereof to be sent to the following individuals and/or parties:

Joan Fife	jfife@winston.com
Peter Struble	pstruble@winston.com
WINSTON & STRAWN LLP	
101 California Street, 35 th Floor	
San Francisco, CA 94111-5840	

Winston K. Hu	whu@winston.com
WINSTON & STRAWN LLP	
333 S. Grand Ave.	
Los Angeles, CA 90071	

[XX] BY ELECTRONIC TRANSMISSION. Pursuant to CCP section 1010.6(e), I caused such document to be served on this date by electronic transmission in accordance with standard procedures and to the email address listed. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of California that the above is true and correct. I further declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on October 8, 2024, in San Diego, California.


Rachel Bray