

1 **JUSTICE FOR WORKERS, P.C.**

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF ORANGE**

12 LOAN PHU, an individual, and on behalf of all
others similarly situated;

13 Plaintiff,

14 vs.

15 MICROVENTION, INC., a Delaware
16 corporation; and DOES I through 50,

17 Defendants.

Case No.: 30-2024-01376392-CU-OE-CXC

[Assigned for All Purposes to:
Hon. David A. Hoffer, Dept. CX103]

**DECLARATION OF STACEY SHIM ON
BEHALF OF APEX CLASS ACTION, LLC, IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT, ATTORNEY'S FEES AND
COSTS, AND SERVICE PAYMENTS**

(Filed concurrently with Motion for Final
Approval; Supporting Declarations; and
[Proposed] Judgment and Order)

21 DATE: August 3, 2026

22 TIME: 1:30 p.m.

23 DEPT: CX103

24 Reservation ID: Per April 2, 2026 Court Order

25 Action Filed: November 28, 2023

26 Trial Date: Not Set

1 I, Stacey Shim, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above-captioned *Loan Phu v. Microvention, Inc* matter.
6 On behalf of both Apex and myself, I possess the authority to issue this declaration. I am personally
7 acquainted with the information contained herein, and in the event of being summoned to provide
8 testimony, I am fully capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a
10 combined 150 years and has successfully managed numerous class action cases during that time. Our team
11 comprises experienced professionals with extensive knowledge of class action settlement administration.
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
16 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
17 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
18 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Court*
19 *Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval*, in
20 English and Spanish (referred to as “Class Notice”); (b) receiving and processing Requests for Exclusion;
21 (c) resolving disputes among Settlement Class Members regarding the number of workweeks recorded
22 by Defendants during the Class Period, as stated on their individualized Class Notice; (d) calculating
23 individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling
24 tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns
25 and other applicable tax forms; (h) managing the distribution of any unclaimed funds pursuant to the
26 terms of the Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties or
27 as ordered by the Court for Apex to perform.

1 **CLASS DATA AND NOTICE PROCESS**

2 4. On November 6, 2025, Counsel for the Defendant provided Apex with the Class Data list, which
3 contained the names, social security numbers, last known mailing addresses, and the total number of
4 relevant Class workweeks and PAGA pay periods worked for 1,002 individuals. Apex reviewed &
5 cleansed the data for duplicates, discrepancies, and any potential missing information. Apex identified a
6 duplicate record in the Class Data and conferred with Defendant to verify the issue. Upon confirmation,
7 the duplicate record was removed prior to finalizing the Class List. The Class List consisted of a total of
8 1,001 individuals.

9 5. On February 10, 2026, Counsel for the Plaintiff provided Apex with the Court-approved content
10 for the Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval
11 from the Parties' Counsel prior to mailing.

12 6. In preparation for the mailing process, all 1,001 names and addresses listed in the Class List
13 underwent verification and updating against the National Change of Address (NCOA) database
14 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
15 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Class
16 Notice. The NCOA database contains records of requested address changes submitted to the USPS. If
17 an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice.
18 However, in cases where no updated address was found in the NCOA database, the original address
19 provided by Counsel for Defendants was used for the mailing of the Class Notice.

20 7. On April 14, 2026, the Class Notice was sent to all 1,001 individuals listed in the Class List via
21 U.S First Class Mail. A true and correct copy of the Class Notice is attached as **Exhibit A**.

22 **UNDELIVERABLE NOTICES, REMAILED NOTICES, AND SKIP TRACING**

23 8. As of the date of this declaration, our office has received 154 returned Class Notices as
24 undeliverable. Apex conducted a computerized skip trace on the 154 returned Class Notices in an
25 attempt to acquire updated addresses for the purpose of re-mailing the Class Notice. This skip-trace
26 effort resulted in obtaining 138 updated addresses, to which we promptly re-mailed the Class Notices
27 via U.S First Class Mail.
28

1 9. As of the date of this declaration, 15 Class Notices have been considered undeliverable as no
2 updated address was found as a result of skip tracing.

3 **REQUESTS FOR EXCLUSION, OBJECTION(S) AND DISPUTE(S)**

4 10. The Response Deadline was June 15, 2026. An extended Response Deadline for Class Members who
5 received a remailed notice was June 29, 2026.

6 11. As of the date of this declaration, Apex has received (3) requests for Exclusion from Binh Bui,
7 Hoang Bui, and Truan Bui. The deadline for submitting a request for exclusion from the Settlement was
8 June 15, 2026. All (3) Requests for Exclusion were received by Apex prior to the response deadline and
9 were therefore accepted as timely. True and correct copies of the redacted Requests for Exclusion are
10 attached collectively as **Exhibit B**.

11 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
12 deadline for submitting a written objection to the Settlement was June 15, 2026.

13 13. As of the date of this declaration, Apex has not received any disputes from Class Members. The
14 deadline for submitting a dispute was June 15, 2026.

15 14. As of the date of this declaration, Apex will report 998 Participating Class Members, constituting
16 99.70% of the Settlement Class.

17 **ALLOCATION OF GROSS SETTLEMENT AMOUNT**

18 15. The total number of workweeks worked by Participating Class Members during the Class Period
19 is 166,535, which does not trigger the escalator clause provision set forth in Section 8 of the Settlement
20 Agreement. The Net Settlement Amount available to Participating Class Members is estimated to be
21 (\$693,654.98) and was calculated by subtracting the requested Class Counsel Fees Payment
22 (\$354,000.00) the amount requested for Class Counsel Litigation Expenses Payment (\$10,355.02), the
23 requested Class Representative Service Payment (\$10,000.00), the requested Administration Expenses
24 Payment (\$11,990.00), and the PAGA Penalties (\$100,000.00) from the Gross Settlement Amount
25 (\$1,180,000.00).

26 16. The *highest* Individual Class Payment to a Participating Class Member is currently estimated to be
27 approximately \$1,199.58, the *average* Individual Class Payment is currently estimated to be
28

1 approximately \$695.04, and the *lowest* Individual Class Payment is currently estimated to be
2 approximately \$4.17. These amounts are subject to employee-side tax and withholdings.

3 17. Pursuant to the Agreement, 25% of the PAGA Penalties (\$25,000.00) will be allocated to
4 Aggrieved Employees regardless of whether they opt out of the Class settlement. Aggrieved Employees
5 cannot opt out of the PAGA settlement. There are 752 Aggrieved Employees who worked a total of
6 36,696 PAGA Pay Periods during the PAGA Period.

7 18. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately \$44.96, the
8 *average* Individual PAGA Payment is approximately \$33.24, and the *lowest* Individual PAGA Payment
9 is approximately \$0.68.

10 ADMINISTRATION COSTS

11 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred and
12 anticipated expenses, amount to \$11,990.00. A true and correct copy of Apex's invoice is attached hereto
13 as **Exhibit C**. Apex will proceed with additional tasks related to this matter, such as calculating
14 settlement award payments, issuing and mailing settlement award checks, handling necessary tax filings
15 and reporting on these payments, and any other tasks mutually agreed upon by the Parties or ordered by
16 the Court for Apex to undertake.

17 I declare under penalty of perjury under the laws of the State of California and the United States
18 that the foregoing is true and correct, and that this Declaration was executed this 6th day of July 2026, in
19 Irvine, California.

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21
22 STACEY SHIM
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EXHIBIT A

Loan Phu v. MicroVention, Inc.
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619



Apex ID: 25MVNI0015 T1__PC86



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

Loan Phu v. MicroVention, Inc., Case No. 30-2024-01376392-CU-OE-CXC

***The Superior Court for the State of California authorized this Notice of Class Action and PAGA Settlement. Read it carefully!
It's not junk mail, spam, advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class and PAGA action lawsuit (“Action”) against MicroVention, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee Loan Phu (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of all current and former non-exempt employees who worked for Defendant within the State of California at any time during the Class Period of January 29, 2020 through July 12, 2025 (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period of January 29, 2023 through July 12, 2025 (“Aggrieved Employees”).

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 \$1068.13 (less withholding) and your Individual PAGA Payment is estimated to be \$44.28**. The actual amount you may receive may 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 did not work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked 286 Workweeks** during the Class Period, and **you worked 65 PAGA Pay Periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice of Class Action and PAGA Settlement.

The Court has already preliminarily approved the proposed Settlement and approved this Notice of Class Action and PAGA Settlement. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice of Class Action and PAGA Settlement 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 Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You do not 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 assert Class Period wage claims and PAGA Period penalty claims 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 Class Period wage claims against 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.

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 Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is June 15, 2026	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 of Class Action and PAGA Settlement. A Template/Example Request for Exclusion is attached to this notice as Exhibit 1. 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 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 June 15, 2026	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 of Class Action and PAGA Settlement. A Template/Example Objection to Settlement is attached to this notice as Exhibit 2.
You Can Participate in the August 3, 2026 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on August 3, 2026 . You do not 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 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 of Class Action and PAGA Settlement.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by June 15, 2026	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 PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice of Class Action and PAGA Settlement. If you disagree with either of these numbers, you must challenge it by June 15, 2026 . See Section 4 of this Notice of Class Action and PAGA Settlement. A Template/Example Workweek/Pay Period Challenge is attached to this notice as Exhibit 3.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant MicroVention, Inc. Plaintiff accuses Defendant of violating California labor laws by failing to pay all wages due including overtime wages, failing to provide legally compliant meal and rest periods, failing to pay wages due upon termination, failing to provide paid sick leave, and failing to provide accurate itemized wage statements. Based on the same 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 in the Action: William C. Sung and Tiffany L. Luu of Justice for Workers, P.C. ("Class Counsel"). Defendant 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 Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle 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 believe the Settlement is a good deal for you because they believe that: (1) Defendant have 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 of Class Action and PAGA Settlement, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay \$1,180,000.00 as the Gross Settlement Amount. Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount 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 Amount within 14 days after the

Judgment entered by the Court become final. The Judgment will be final on the 61st day after the Court enters Judgment, or a later date if the Judgment is appealed.

2. Requested Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$413,000.00 (35% of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 to Plaintiff as Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$11,990.00 to the Administrator for services administering the Settlement.
 - D. \$100,000.00 for PAGA Penalties, allocated 75% to the LWDA Payment (\$75,000) and 25% in Individual PAGA Payments (\$25,000) to the Aggrieved Employees based on their PAGA 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 Amount (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 80% to interests and penalties ("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 has 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), which will be 180 days after its issuing date. If you do not 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 are sent to the Controller's Unclaimed Property, 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 **June 15, 2026**, 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 **June 15, 2026** 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. A Template/Example Request for Exclusion is attached to this notice as Exhibit 1.

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 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 to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant has 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, Apex Class Action Administration (the "Administrator") to send this Notice of Class Action and PAGA Settlement, 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 of Class Action and PAGA Settlement.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. 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 or related entities 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 Released Parties from all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts contained in the Complaints (“Released Class Claims”). Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s Judgment is final, and Defendant has paid the Gross Settlement Amount and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, 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 or its related entities 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:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all causes of action and claims for civil penalties under the California Private Attorneys General Act of 2004 that were alleged or reasonably could have been alleged based on the facts contained in the Operative Complaint and PAGA Notice of Class Action and PAGA Settlement, arising 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 worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member. Each Participating Class Member will be credited with at least one Workweek during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee. Each Aggrieved Employee will be credited with at least one PAGA Pay Period during the PAGA Period.
3. Workweek/PAGA 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 of Class Action and PAGA Settlement. You have until **June 15, 2026** (60 days after this notice was mailed) to challenge the number of Workweeks and/or PAGA 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 of Class Action and PAGA Settlement has the Administrator’s contact information. A Template/Example Workweek/Pay Period Challenge is attached to this notice as Exhibit 3.

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 PAGA 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 make the initial determination regarding your Workweek and/or PAGA 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. However, the Court will make the final determination regarding any such challenge.

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 does not 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 in this Notice of Class Action and PAGA Settlement. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice of Class Action and PAGA Settlement 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 to be excluded. Be sure to personally sign your request, identify the Action as *Loan Phu v. MicroVention, Inc.*, Case No. 30-2024-01376392-CU-OE-CXC, 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 receive your request to be excluded by June 15, 2026** (60 days after this notice was mailed), **or it will be invalid.** The Administrator will make the initial determination regarding your request for exclusion; however, the Court will make the final determination regarding any request

for exclusion. Section 9 of the Notice of Class Action and PAGA Settlement has the Administrator’s contact information. A Template/Example Request for Exclusion is attached to this notice as Exhibit 1.

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 court days before the **August 3, 2026** 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 Attorneys’ Fees and Litigation Costs and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for Attorneys’ Fees and Litigation Costs; and (ii) the amount Plaintiff is requesting as Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice of Class Action and PAGA Settlement) will send you copies of these documents at no cost to you. You can also view them on the Administrator’s Website www.apexclassaction.com/microventioninc or the Court’s website <https://civilwebshopping.occourts.org/Login.do>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorneys’ Fees and Litigation Costs, and Class Representative Service Payment may wish to object. **The deadline for sending written objections to the Administrator is June 15, 2026.** 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, Loan Phu v. MicroVention, Inc., Case No. 30-2024-01376392-CU-OE-CXC, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice of Class Action and PAGA Settlement has the Administrator’s contact information. A Template/Example Objection to Settlement is attached to this notice as Exhibit 2.

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 of Class Action and PAGA Settlement (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 **August 3, 2026** at **1:30 p.m.** in Department CX103 of the Civil Complex Center, Orange Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount 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 via <https://occourtsapp.azurewebsites.us/aci/checkin-results?dept=CX103>. Check the Court’s website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator’s website www.apexclassaction.com/microventioninc beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?



The Agreement sets forth everything 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 the Administrator’s website at www.apexclassaction.com/microventioninc. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.lacourt.org/casesummary/ui/> and entering the Case Number for the Action, Case No. 30-2024-01376392-CU-OE-CXC. You can also make an appointment to personally review court documents in the Clerk’s Office at the Orange Superior Court.

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

Class Counsel:

William C. Sung, Esq.
Tiffany L. Luu, Esq.
Justice for Workers, P.C.
3600 Wilshire Blvd., Ste. 1815
Los Angeles, CA 90010
Tel: (323) 922-2000
william@justiceforworkers.com
tluu@justiceforworkers.com

Administrator:

Apex Class Action
support@apexclassaction.com
P.O. Box 54668,
Irvine, CA 92619
Telephone: (800) 355 - 0700
Fax Number: (949) 989-4428

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 consult the Unclaimed Property Fund 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.

Template/Example Request for Exclusion

The below is a template/example of a Request for Exclusion. Although you may use this or a substantially similar formatted document to submit a Request for Exclusion, you are not required to use this format/template. Regardless of whether you use this format/template, if you submit a timely Request for Exclusion consistent with Section 3(6) above, it will be considered.

REQUEST FOR EXCLUSION

Loan Phu v. MicroVention, Inc., Case No. 30-2024-01376392-CU-OE-CXC

Apex Class Action

support@apexclassaction.com

P.O. Box 54668,

Irvine, CA 92619

Telephone: (800) 355 - 0700

Fax Number: (949) 989-4428

Phu Settlement Administrator,

I request to be excluded from the Phu v. MicroVention (Orange County Superior Court, Case No. 30-2024-01376392-CU-OE-CXC) Class Settlement. My name and contact information is below:

Employee Name:

Employee Address:

Employee Phone Number:

Approximate Employment Dates:

Thank you,

Signature: _____

Template/Example Objection to Settlement

The below is a template/example of an Objection to Settlement. Although you may use this or a substantially similar formatted document to submit an Objection, you are not required to use this format/template. Regardless of whether you use this format/template, if you submit a timely Objection consistent with Section 7 above, it will be considered. Alternatively, you may object by attending (or retaining an attorney to attend) the Final Approval Hearing. Information regarding the Final Approval Hearing is provided in Section 8 above.

OBJECTION TO SETTLEMENT

Loan Phu v. MicroVention, Inc., Case No. 30-2024-01376392-CU-OE-CXC

Apex Class Action
support@apexclassaction.com
P.O. Box 54668,
Irvine, CA 92619
Telephone: (800) 355 - 0700
Fax Number: (949) 989-4428

Phu Settlement Administrator,

I object to the Phu v. MicroVention (Orange County Superior Court, Case No. 30-2024-01376392-CU-OE-CXC) Class Settlement.

[Insert what you object to, why you object, and any facts that support your objection.]

My name and contact information is below:

Employee Name:

Employee Address:

Employee Phone Number:

Approximate Employment Dates:

Thank you,

Signature: _____

Template/Example Workweek/Pay Period Challenge

The below is a template/example of a Workweek/Pay Period Challenge. Although you may use this or a substantially similar formatted document to submit a Workweek/Pay Period Challenge, you are not required to use this format/template. Regardless of whether you use this format/template, if you submit a timely a Workweek/Pay Period Challenge consistent with Section 4(3) above, it will be considered.

WORKWEEK/PAY PERIOD CHALLENGE

Loan Phu v. MicroVention, Inc., Case No. 30-2024-01376392-CU-OE-CXC

Apex Class Action
support@apexclassaction.com
P.O. Box 54668,
Irvine, CA 92619
Telephone: (800) 355 - 0700
Fax Number: (949) 989-4428

Phu Settlement Administrator,

I write to challenge the number of Workweeks and/or PAGA Pay Periods as shown on the Settlement Notice I received regarding the Phu v. MicroVention (Orange County Superior Court, Case No. 30-2024-01376392-CU-OE-CXC) Class Settlement.

My name and contact information is below:

Employee Name:

Employee Address:

Employee Phone Number:

Approximate Employment Dates:

Below are the number of workweeks and pay periods listed in the Notice I received, and the number of workweeks and/or pay periods I believe should be listed:

Class Workweeks
(Workweeks worked between
January 29, 2020 and July 12,
2025)

PAGA Pay Periods
(Pay Periods worked between
January 29, 2023 and July 12,
2025)

Listed on Class Notice

Employee Proposed

I have attached/enclosed supporting documents regarding the challenge above.

Thank you,

Signature: _____

**AVISO DE ACUERDO DE DEMANDA COLECTIVA Y DE PAGA APROBADO POR EL TRIBUNAL
Y FECHA DE LA AUDIENCIA PARA SU APROBACIÓN FINAL**

Loan Phu v. MicroVention, Inc., Caso No. 30-2024-01376392-CU-OE-CXC

***El Tribunal Superior del Estado de California autorizó este Aviso de Acuerdo de Demanda Colectiva y de PAGA. Léalo atentamente.
No es correo basura, spam, publicidad ni una solicitud de un abogado. Esto no es una demanda.***

Usted puede ser elegible para recibir un pago de una demanda colectiva y de PAGA (“Demanda”) de empleados contra MicroVention, Inc. (“Demandado”) por supuestas violaciones de salarios y de horas. La Demanda fue presentada por un ex empleado, Loan Phu (“Demandante”), y busca (1) la compensación por salarios adeudados y otros alivios por una clase de empleados pasados y actuales no exentos que trabajaron para el Demandado dentro del Estado de California en cualquier momento durante el Período de Clase (29 de enero de 2020 al 12 de julio de 2025) (“Miembros de Clase”) y (2) sanciones bajo la Ley de Acción Privada del Fiscal General (“PAGA”) por todos los empleados pasados y actuales no exentos que trabajaron para el Demandado dentro del Estado de California en cualquier momento durante el Período de PAGA (29 de enero de 2023 al 12 de julio de 2025) (“Empleados Agraviados”).

El Acuerdo propuesto consta de dos partes principales: (1) un Acuerdo Colectivo que requiere que el Demandado financie los Pagos Individuales de Clase, y (2) un Acuerdo de PAGA que requiere que el Demandado financie los Pagos Individuales de PAGA y pague sanciones a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA”).

Sobre la base de los registros del Demandado y de las suposiciones actuales de las Partes, se estima que su Pago Individual de Clase es de **\$ 1068.13 (menos la retención)** y que su **Pago Individual de PAGA es de \$44.28**. Es probable que el monto real que reciba sea distinto y que dependa de varios factores. (Si no se indica ningún monto para su Pago Individual de PAGA, según los registros del Demandado, usted no es elegible para dicho pago en virtud del Acuerdo, ya que no trabajó durante el Período de PAGA).

Las estimaciones anteriores se basan en los registros del Demandado, que muestran que usted trabajó **286 Semanas Laborales** durante el Período de Clase y **65 períodos de pago de PAGA** durante el Período de PAGA. Si cree que ha trabajado más semanas laborales/períodos de pago en uno u otro periodo, puede presentar una impugnación antes de la fecha límite. Véase la sección 4 del presente Aviso de Demanda Colectiva y del Acuerdo de PAGA.

El Tribunal ha aprobado el Acuerdo propuesto de forma preliminar y este Aviso, y no ha decidido aún si otorgar la aprobación final. Sus derechos legales se ven afectados tanto si actúa como si no lo hace. Lea atentamente este Aviso. Se considerará que lo ha leído y comprendido detenidamente. En la Audiencia de Aprobación Final, el Tribunal decidirá si aprueba definitivamente el Acuerdo y qué parte del Acuerdo se pagará al Demandante y a los abogados del Demandante (“Abogados de Clase”). El Tribunal también decidirá si dicta una sentencia que obligue al Demandado a realizar pagos en virtud del Acuerdo y a los Miembros de Clase y a los Empleados Agraviados a renunciar a sus derechos a hacer valer determinadas reclamaciones contra el Demandado.

Si trabajó para el Demandado durante el Período de Clase y/o el Período de PAGA, tiene dos opciones básicas en virtud del Acuerdo:

- (1) **No hacer nada.** No tiene que hacer nada para participar en el Acuerdo propuesto y optar a un Pago Individual de Clase y/o a un Pago Individual de PAGA. Sin embargo, como Miembro de Clase Participante, renunciará a su derecho a hacer valer las reclamaciones salariales del Periodo de Clase y las reclamaciones de sanción del Periodo de PAGA contra el Demandado.
- (2) **Exclusión del Acuerdo Colectivo.** Puede excluirse del Acuerdo Colectivo (retirarse) presentando la Solicitud de Exclusión ante el Administrador o notificándolo por escrito. Si opta por excluirse del Acuerdo, no recibirá un Pago Individual de Clase. Sin embargo, conservará su derecho a presentar personalmente reclamaciones salariales del Periodo de Clase contra el Demandado y, si es un Empleado Agraviado, seguirá siendo elegible para un Pago Individual de PAGA. No puede optar por excluirse de la parte de PAGA del Acuerdo propuesto.

El Demandado no tomará represalias contra usted por ninguna acción que emprenda respecto del Acuerdo propuesto.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

No tiene que hacer nada para participar en el Acuerdo	Si no hace nada, será un Miembro de Clase Participante, con derecho a un Pago Individual de Clase y a un Pago Individual de PAGA (si lo hubiera). A cambio, renunciará a su derecho a hacer valer las reclamaciones salariales contra el Demandado que están cubiertas por este Acuerdo (Reclamaciones Liberadas).
Puede optar por excluirse del Acuerdo Colectivo, pero no del de PAGA. La fecha límite de Exclusión es 15 de junio, 2026	Si no desea participar plenamente en el Acuerdo propuesto, puede optar por excluirse del Acuerdo Colectivo enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, será un Miembro de Clase No Participante y ya no podrá optar a un Pago Individual de Clase. Los Miembros de Clase No Participante no pueden oponerse a ninguna parte del Acuerdo propuesto. Véase la sección 6 del presente Aviso de Demanda Colectiva y del Acuerdo de PAGA. Un Formato/Ejemplo de Solicitud de Exclusión se encuentra adjunto a este aviso. No puede optar por excluirse de la parte de PAGA del Acuerdo propuesto. El Demandado debe pagar Pagos Individuales de PAGA a todos los Empleados Agraviados, y estos deben renunciar a sus derechos a presentar Reclamaciones Liberadas de PAGA (definidas a continuación).

Los Miembros de Clase Participante pueden objetar al Acuerdo Colectivo, pero no al de PAGA. Las objeciones por escrito deben presentarse a más tardar el 15 de junio, 2026	Todos los Miembros de Clase que no opten por la exclusión (“Miembros de Clase Participante”) pueden objetar a cualquier aspecto del Acuerdo propuesto. La decisión del Tribunal sobre la aprobación definitiva del Acuerdo incluirá la determinación de la cantidad que se pagará a los Abogados de Clase y al Demandante que ejerció la Demanda en nombre de la Clase. Usted no es personalmente responsable de ningún pago a los Abogados de Clase ni al Demandante, pero cada dólar pagado a ellos reduce la cantidad total a pagar a los Miembros de Clase Participante. Puede objetar a las cantidades solicitadas por los Abogados de Clase o el Demandante si considera que no son razonables. Véase la sección 7 del presente Aviso de Demanda Colectiva y del Acuerdo de PAGA. Un Formato/Ejemplo de Objeción al Acuerdo se encuentra adjunto a este aviso.
Puede participar en la Audiencia de Aprobación Final del 3 de Agosto, 2026	La Audiencia de Aprobación Final del Tribunal está prevista para el 3 de Agosto, 2026. No tiene que asistir, pero sí tiene derecho a comparecer (o a contratar a un abogado que comparezca en su nombre y a su costa), en persona, por teléfono o mediante la plataforma de comparecencia virtual del Tribunal. Los Miembros de Clase Participante pueden oponerse verbalmente al Acuerdo durante la Audiencia de Aprobación Final. Véase la sección 8 del presente Aviso de Demanda Colectiva y del Acuerdo de PAGA.
Puede impugnar el cálculo de sus Semanas Laborales/Períodos de pago. Las impugnaciones por escrito deben presentarse a más tardar el 15 de junio, 2026	La cantidad de su Pago Individual de Clase y de su Pago de PAGA (si lo hubiera) depende de cuántas semanas laborales trabajó al menos un día durante el Periodo de Clase y de cuántos Periodos de Pago trabajó al menos un día durante el Periodo de PAGA, respectivamente. El número de Semanas Laborales y el número de Períodos de Pago que usted trabajó según los registros del Demandado figuran en la primera página de este Aviso de Demanda Colectiva y del Acuerdo de PAGA. Si no está de acuerdo con alguna de estas cifras, debe impugnarlas a más tardar el 15 de junio, 2026. Véase la sección 4 del presente Aviso. Un Formato/Ejemplo de Impugnación de Semana laboral/Período de Pago se encuentra adjunto a este aviso.

1. ¿EN QUÉ CONSISTE LA DEMANDA?

El Demandante es un ex empleado de MicroVention, Inc, el Demandado. Este acusa al Demandado de infringir la ley Laboral de California al fallo por el pago de salarios y/u horas extra, incumplimiento de la obligación de proporcionar periodos de comida y de descanso, no pagar los salarios adeudados al momento del despido, no proporcionar licencia por enfermedad remunerada y no proporcionar talones de pago detallados y precisos. Con base en las mismas reclamaciones, el Demandante también ha presentado una reclamación de sanciones civiles en virtud de la Ley de Acción Privada del Fiscal General (Código Laboral §§ 2698 y sig.) (“PAGA”). El Demandante está representado por los abogados: William C. Sung y Tiffany L. Luu de Justice for Workers, P.C. (“Abogados de Clase”).

El Demandado niega rotundamente haber infringido ninguna ley ni haber dejado de pagar salarios y afirma que cumplió todas las leyes aplicables.

2. ¿QUÉ SIGNIFICA QUE LA DEMANDA SE HA CONCILIADO?

Hasta ahora, el Tribunal no ha determinado si el Demandado o el Demandante merece mérito. Mientras tanto, ambas partes han contratado a un mediador experimentado Doug Leach, en un esfuerzo por resolver la Demanda mediante la negociación, con el fin de poner fin al caso por acuerdo (conciliar el caso) en lugar de continuar con el costoso y largo proceso de litigio. Las negociaciones tuvieron éxito. Mediante la firma de un extenso acuerdo de transacción por escrito (“Acuerdo”) y acordando solicitar conjuntamente al Tribunal que dicte una sentencia que ponga fin a la Demanda y haga cumplir el Acuerdo, el Demandante y el Demandado han negociado voluntariamente y acordado mutuamente una propuesta de Acuerdo, la cual está sujeta a la Aprobación Definitiva del Tribunal. Ambas partes están de acuerdo en que este Acuerdo constituye un compromiso de las reclamaciones en litigio. Al aceptar el acuerdo, el Demandado no admite ninguna infracción, no reconoce el fundamento de ninguna reclamación.

El Demandante y sus abogados consideran que el Acuerdo es bueno para usted porque: (1) El Demandado ha acordado pagar una cantidad justa, razonable y adecuada, teniendo en cuenta la solidez de las reclamaciones, la solidez de las defensas de dichas reclamaciones y los riesgos e incertidumbres de un litigio prolongado; y (2) el Acuerdo beneficia a los Miembros de Clase y a los Empleados Agraviados. El Tribunal aprobó preliminarmente el Acuerdo propuesto como justo, razonable y adecuado, autorizó este Aviso de Demanda Colectiva y del Acuerdo de PAGA y programó una audiencia para determinar la Aprobación Definitiva.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

1. El Demandado pagará \$1,180,000.00 como Monto Total del Acuerdo (Acuerdo Total). El Demandado ha acordado depositar el Acuerdo Total en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará el Acuerdo Total para realizar los Pagos Individuales de Clase, los Pagos Individuales de PAGA, el Pago de Servicio del Representante de Clase, los honorarios y gastos de los Abogados de Clase, los gastos del Administrador y las sanciones a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California (“LWDA”). Suponiendo que el Tribunal emita la Aprobación Definitiva, el Demandado financiará este Acuerdo 14 días después de la Sentencia definitiva emitida por el Tribunal. La Sentencia se convertirá en definitiva en el día 61.º posterior a su emisión, o en una fecha posterior si se apela la Sentencia.
2. Deducciones aprobadas por el Tribunal del Acuerdo Total. En la Audiencia de Aprobación Final, el Demandante y/o el Abogado de Clase solicitarán al Tribunal que apruebe las siguientes deducciones del Acuerdo Total, cuyos importes serán decididos por el Tribunal en dicha audiencia:

- A. Hasta \$413,000.00 (35% del Monto Total del Acuerdo) a los Abogados de Clase en concepto de honorarios y hasta \$20,000.00 por sus gastos de litigio. Hasta la fecha, los Abogados de Clase han trabajado e incurrido en gastos en relación con la Demanda sin percibir remuneración alguna.
- B. Hasta \$10,000.00 para el Incentivo de Servicio del Representante de Clase, por presentar la Demanda, trabajar en conjunto con los Abogados de Clase y representarla. Este Incentivo será el único pago que recibirá el Demandante además de su Pago Individual de Clase y de PAGA, si lo hubiera.
- C. Hasta \$11,990.00 al Administrador del Acuerdo por servicios de administración.
- D. Hasta \$100,000.00 por Sanciones de PAGA, asignados en un 75% (\$75,000) al Pago de PAGA de la LWDA y 25% (\$25,000) en Pagos Individuales de PAGA a los Empleados Agraviados basados en sus Períodos de Pago de PAGA.

Los Miembros de Clase Participante tienen derecho a objetar cualquiera de estas deducciones. El Tribunal considerará todas.

- 3. Acuerdo Neto distribuido a los Miembros de Clase. Después de realizar las deducciones anteriores sobre las cantidades aprobadas por el Tribunal, el Administrador distribuirá el resto del Acuerdo Total (el “Acuerdo Neto”) mediante Pagos Individuales de Clase a los Miembros de Clase Participante en función de sus Semanas Laborales del Período de Clase.
- 4. Impuestos adeudados por pagos a Miembros de Clase. El Demandante y el Demandado solicitan al Tribunal que apruebe una asignación del 20% de cada Pago Individual de Clase a salarios impositivos (“Parte Salarial”) y del 80% a sanciones e intereses. (“Parte No Salarial”). La parte correspondiente al salario está sujeta a retenciones y se consignará en los formularios W-2 del IRS. El Demandado pagará por separado los impuestos sobre las nóminas de los empleadores que adeude relativos a la Parte Salarial. Los Pagos Individuales de PAGA se contabilizan como sanciones y no como salarios a efectos fiscales. El Administrador declarará los Pagos Individuales de PAGA y las Partes No Salariales de los Pagos Individuales de Clase en los Formularios 1099 del IRS.

Aunque el Demandante y el Demandado han acordado estas asignaciones, ninguna de las partes le está asesorando sobre si sus Pagos están sujetos a impuestos o cuánto podría deber en concepto de impuestos. Usted es responsable del pago de todos los impuestos (incluidas las sanciones y los intereses por impuestos atrasados) sobre cualquier pago recibido por la propuesta de Acuerdo. Si tiene alguna duda sobre las consecuencias fiscales del Acuerdo propuesto, consulte a un asesor fiscal.

- 5. Necesidad de cobrar con prontitud los cheques de pago. En el frente de cada cheque emitido para Pagos Individuales de Clase y los Pagos Individuales de PAGA figurará la fecha de caducidad (fecha de expiración). Si no lo cobra antes de la fecha de caducidad, el cheque se anulará automáticamente y el Administrador del Acuerdo depositará el cheque al Fondo de Propiedad No Reclamada del Contralor de California a su nombre.

Si su cheque ya ha sido enviado, debe consultar las instrucciones del Fondo para saber cómo recuperarlo.

- 6. Solicitudes de exclusión del Acuerdo Colectivo (Retiros). Se le tratará como Miembro de Clase Participante, participando plenamente en el Acuerdo Colectivo, a menos que notifique por escrito al Administrador, a más tardar el **15 de junio, 2026**, que desea excluirse. La forma más sencilla de notificar al Administrador es enviar una Solicitud de Exclusión por escrito y firmada antes del **15 de junio, 2026**, Fecha Límite de Respuesta. La Solicitud de Exclusión debe ser una carta de un Miembro de Clase o su representante que indique su nombre, su dirección actual y su número de teléfono, y una simple declaración en la que elija ser excluido del Acuerdo. Los Miembros de Clase Excluidos (es decir, los Miembros de Clase No Participante) no recibirán Pagos Individuales de Clase, pero conservarán sus derechos a presentar personalmente reclamaciones por salarios y horas contra el Demandado. Un Formato/Ejemplo de Solicitud de Exclusión se encuentra adjunto a este aviso.

No puede optar por excluirse de la parte de PAGA del Acuerdo. Los Miembros de Clase que se excluyan del Acuerdo Colectivo (Miembros de Clase No Participante) siguen teniendo derecho a los Pagos Individuales de PAGA y deben renunciar a su derecho a presentar reclamaciones de PAGA contra el Demandado basadas en los hechos de la Demanda.

- 7. El Acuerdo propuesto será nulo si el Tribunal deniega la aprobación definitiva. Es posible que el Tribunal se niegue a otorgar la Aprobación Definitiva del Acuerdo o a dictar una Sentencia. También es posible que el Tribunal dicte una Sentencia que sea revocada en apelación. El Demandante y el Demandado han acordado que, en cualquier caso, el Acuerdo será nulo: el Demandado no realizará ningún pago y los Miembros de Clase no presentarán ninguna reclamación contra él.
- 8. Administrador. El Tribunal ha designado a una empresa neutral, Apex Class Action Administration (el “Administrador”), para que envíe este Aviso de Demanda Colectiva y del Acuerdo de PAGA, calcule y realice los pagos y tramite las Solicitudes de Exclusión de los Miembros de Clase. El Administrador también decidirá las Impugnaciones de los Miembros de Clase sobre las Semanas Laborales, enviará y reenviará los cheques del acuerdo y los formularios fiscales, y realizará otras tareas necesarias para su administración. Los datos de contacto del Administrador figuran en la sección 9 del presente Aviso.
- 9. Liberación de los Miembros de Clase Participante. Una vez que la Sentencia sea emitida y el Demandado haya financiado el Acuerdo Total y pagado los impuestos de planilla por separado, los Miembros de Clase Participante no podrán hacer valer ninguna de las reclamaciones liberadas en virtud del Acuerdo. Esto significa que, a menos que haya optado por excluirse de manera válida del Acuerdo Colectivo, acepta estar sujeto a la exención establecida a continuación y no puede demandar, continuar demandando ni ser parte de ninguna otra demanda contra el Demandado o entidades relacionadas por salarios basados en los hechos del Período de Clase y por sanciones de PAGA basadas en los hechos del Período de PAGA, como han sido alegados y conciliados por este Acuerdo.

Los Miembros de Clase Participante quedarán vinculados por la siguiente exoneración:

Todos los Miembros de Clase Participante, en nombre de si mismos y de sus respectivos pasados y presentes representantes,

agentes, abogados, herederos, administradores, sucesores y asignados, exonerar a las Partes Exoneradas de todas las causas de acción y reclamaciones que fueron o razonablemente pudieron ser alegadas basadas en los hechos contenidos en las Denuncias (“Reclamaciones Liberadas de Clase”). Excepto por lo establecido en la Sección 5.3 del Acuerdo de Transacción, los Miembros de Clase Participante no liberan otras reclamaciones, incluidas aquellas por beneficios adquiridos, despido injustificado, violación de la Ley de Empleo y Vivienda Justos, seguro de desempleo, discapacidad, seguridad social, seguro de accidentes de trabajo o reclamaciones con base en hechos sucedidos fuera del Período de Clase.

10. Liberación de PAGA por los Empleados Agraviados. Una vez que la Sentencia sea emitida y el Demandado haya financiado el Acuerdo Total y pagado los impuestos de planilla por separado, todos los Empleados Agraviados no podrán presentar reclamaciones de PAGA contra el Demandado, independientemente de si optaron por participar o no en el Acuerdo. Esto significa que todos los Empleados Agraviados, incluidos los que son Miembros de Clase Participante y aquellos que se excluyeron del Acuerdo Colectivo, no pueden demandar, continuar demandado ni participar de otra reclamación de PAGA contra el Demandado o entidades relacionadas, basada en los hechos alegados en la Demanda y conciliados por este Acuerdo.

Las Liberaciones de los Empleados Agraviados y de los Miembros de Clase No Participante son las siguientes:

Todos los Miembros de Clase Participante y No Participante que sean Empleados Agraviados se consideran que liberan, en nombre propio y de sus respectivos pasados y presentes representantes, agentes, abogados, herederos, administradores, sucesores y asignados, a las Partes Exoneradas, de todas las causas de acción y reclamaciones por sanciones civiles bajo la Ley de Acción Privada del Fiscal General de 2004 que fueron o pudieron ser alegadas con base en los hechos contenidos en la Denuncia Operativa y el Aviso de Acuerdo de PAGA Colectivo que surgen durante el Período de PAGA.

4. ¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?

1. Pagos Individuales de Clase. El Administrador calculará los Pagos Individuales de Clase (a) dividiendo el Monto Neto del Acuerdo entre el número total de Semanas Laborales trabajadas por todos los Miembros de Clase Participante y (b) multiplicando el resultado por el número de Semanas Laborales trabajadas por cada Miembro de Clase Participante. A cada Miembro de Clase Participante se le acreditará al menos una Semana Laboral durante este periodo.
2. Pagos Individuales de PAGA. El Administrador calculará los Pagos Individuales de PAGA (a) dividiendo \$25,000.00 entre el número total de Períodos de Pago de PAGA trabajados por todos los Empleados Agraviados y (b) multiplicando el resultado por el número de Períodos de Pago de PAGA trabajados por cada Empleado Agraviado. A cada Empleado Agraviado se le acreditará al menos un Período de Pago de PAGA durante este periodo.
3. Impugnaciones de Semanas laborales/Periodos de pago. El número de Semanas Laborales que trabajó durante el Período de Clase y el número de Períodos de Pago de PAGA que trabajó durante el Período de PAGA, según consta en los registros del Demandado, se indican en la primera página de este Aviso de Demanda Colectiva y Acuerdo de PAGA. Tiene, a más tardar, el **15 de junio, 2026** para impugnar el número de Semanas Laborales y/o Períodos de Pago de PAGA que se le acreditan. Puede presentar su impugnación mediante la firma y el envío de una carta al Administrador por correo, correo electrónico o fax. La sección 9 de este Aviso contiene la información de contacto del Administrador. Un Formato/Ejemplo de Impugnación de Semana laboral/Período de Pago se encuentra adjunto a este aviso.

Tiene que respaldar su impugnación enviando copias de los talones de pago u otros registros. El Administrador aceptará el cálculo de Semanas Laborales y/o Períodos de Pago del Demandado, basado en sus registros, como exacto, a menos que usted envíe copias de registros que contengan información contraria. Debe enviar copias en lugar de originales, ya que los documentos no le serán devueltos. El Administrador resolverá las impugnaciones de Semana Laboral y/o Períodos de Pago basándose en su presentación y en las aportaciones de los Abogados de Clase (que abogarán en nombre de los Miembros de Clase Participante) y de los Abogados del Demandado. La decisión del Administrador es inapelable. No puede apelar ni impugnar de otro modo su decisión final.

5. ¿CÓMO RECIBIRÉ MI PAGO?

1. Miembros de Clase Participante. El Administrador enviará, por correo de EE.UU., un único cheque a cada Miembro de Clase Participante (es decir, a cada Miembro de Clase que no opte por la exclusión) incluidos aquellos que también reúnan los requisitos para ser considerados Empleados Agraviados. El cheque único combinará el Pago Individual de Clase y el Pago de PAGA.
2. Miembros de Clase No Participante. El Administrador enviará, por correo de EE.UU., un único cheque de Pago Individual de PAGA a cada Empleado Agraviado de PAGA que opte por no participar en el Acuerdo (es decir, a cada Miembro de Clase No Participante).

Su cheque se enviará a la misma dirección que la de este Aviso de Demanda Colectiva y Acuerdo de PAGA. Si cambia de dirección, notifíquelo al administrador lo antes posible. La sección 9 de este Aviso contiene la información de contacto del Administrador

6. ¿CÓMO EXCLUIRSE DEL ACUERDO COLECTIVO?

Presente una carta escrita y firmada con su nombre, dirección actual, número de teléfono y una simple declaración de que no desea participar en el Acuerdo. El Administrador le excluirá con base en cualquier escrito que comunique su solicitud de ser excluido. Asegúrese de firmar personalmente su solicitud e identificar la demanda titulada como *Loan Phu v. MicroVenton, Inc.*, Caso No. 30-2024-01376392-CU-OE-CXC, e incluir su información de identificación (nombre completo, dirección, número de teléfono, fechas aproximadas de empleo y número de Seguro Social para fines de verificación). Debe hacer la solicitud usted mismo. Si otra persona hace la solicitud por usted, no será válida. **La solicitud de exclusión debe enviarse al Administrador a más tardar el 15 de junio, 2026, de lo contrario, no será válida.** El Administrador tomará la determinación inicial sobre su solicitud de exclusión; sin embargo, el Tribunal dictará la determinación definitiva. La sección 9 del Aviso contiene la información de contacto del Administrador. Un Formato/Ejemplo de Solicitud de Exclusión se encuentra adjunto a este aviso.

7. ¿CÓMO OBJETAR AL ACUERDO?

Sólo los Miembros de Clase Participante tienen derecho a objetar al Acuerdo. Antes de decidir si se opone, puede que desee ver lo que el Demandante y el Demandado solicitan al Tribunal para aprobación. Al menos 16 días judiciales antes de la Audiencia de Aprobación Final del **3 de Agosto, 2026**, Audiencia de Aprobación Final, el Abogado de Clase y/o el Demandante presentarán ante el Tribunal (1) una Petición para la Aprobación Definitiva que incluya, entre otras cosas, las razones por las que el Acuerdo propuesto es justo, y (2) una Petición de honorarios, gastos de litigio que indique (i) la cantidad que el Abogado de Clase solicita en concepto de honorarios y gastos de litigio; y (ii) la cantidad que el Demandante solicita como Incentivo de Servicios del Representante de Clase. Previa solicitud razonable, los Abogados de Clase (cuyos datos de contacto figuran en la Sección 9 del presente Aviso de Demanda Colectiva y Acuerdo de PAGA) le enviarán copias de estos documentos sin coste alguno. También puede consultarlas en el sitio web del Administrador: www.apexclassaction.com/microventioninc o en el del Tribunal, <https://civilwebshopping.occourts.org/Login.do>.

Un Miembro de Clase Participante que no esté de acuerdo con algún aspecto del Acuerdo, la Petición de Aprobación Definitiva y/o la Petición de honorarios, gastos de litigio e Incentivo de Servicios puede objetar. **La fecha límite para enviar objeciones por escrito al Administrador es, a más tardar, el 15 de junio, 2026.** Asegúrese de indicar al Administrador a qué se opone, por qué se opone y los hechos que respaldan su objeción. Asegúrese de identificar la demanda titulada: Loan Phu v. MicroVention, Inc., Caso No. 30-2024-01376392-CU-OE-CXC, e incluya su nombre, dirección actual, número de teléfono y fechas aproximadas de empleo para el Demandado y firmela. La sección 9 de este Aviso contiene la información de contacto del Administrador. Un Formato/Ejemplo de Objeción al Acuerdo se encuentra adjunto a este aviso.

Alternativamente, un Miembro de Clase Participante puede objetar (o contratar personalmente a un abogado para que objete a su costa) asistiendo a la Audiencia de Aprobación Final. Usted (o su abogado) debe estar preparado para decir al Tribunal a qué se opone, por qué se opone y cuáles son los hechos que respaldan su objeción. Para más información sobre esta Audiencia, véase la sección 8 del presente Aviso.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL?

Usted puede, pero no tiene que, asistir a la Audiencia de Aprobación Final el **3 de Agosto, 2026** a la **1:30 p.m.**, en el Departamento CX103 del Centro de Complejo Civil del Tribunal Superior del Condado de Orange, en 751 W. Santa Ana Blvd., Santa Ana, CA 92701. En la Audiencia, el juez decidirá si concede la Aprobación Definitiva del Acuerdo y qué porción del Acuerdo Total se pagará a los Abogados de Clase, al Demandante y al Administrador. El Tribunal invitará a los objetores, a los Abogados de Clase y a los Abogados de la Defensa a presentar sus comentarios antes de tomar una decisión. Puede asistir (o contratar a un abogado para que lo asista) de manera presencial o virtual a través de <https://occourtsapp.azurewebsites.us/aci/checkin-results?dept=CX103>. Revise el sitio web del Tribunal para más información detallada.

Es posible que el Tribunal reprogramme esta audiencia. Debe consultar el sitio web del Administrador en www.apexclassaction.com/microventioninc o contactar con antelación a los Abogados de Clase para verificar el día y la hora de esta audiencia.

9. ¿CÓMO OBTENER MÁS INFORMACIÓN?



El Acuerdo establece todo lo que el Demandado y el Demandante han prometido hacer en virtud del Acuerdo propuesto. La forma más sencilla de leer el Acuerdo, la Sentencia o cualquier otro documento del Acuerdo es visitar el sitio web del Administrador: www.apexclassaction.com/microventioninc. También puede llamar o enviar un correo electrónico a los Abogados de Clase o al Administrador utilizando la información de contacto que se indica a continuación, o si no, consultar el sitio web del Tribunal (<https://www.lacourt.org/casesummary/ui/>) e ingresar el Número de Caseo de la Demanda: 30-2024-01376392-CU-OE-CXC. Puede, además, programar una cita para revisar personalmente los escritos en la oficina del secretario judicial en el Tribunal Superior del condado de Orange.

NO LLAME AL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Abogados de la Clase:

William C. Sung, Esq.
Tiffany L. Luu, Esq.
Justice for Workers, P.C.
3600 Wilshire Blvd., Ste. 1815
Los Angeles, CA 90010
Tel: (323) 922-2000
william@justiceforworkers.com
tluu@justiceforworkers.com

Administrador:

Apex Class Action
support@apexclassaction.com
P.O. Box 54668,
Irvine, CA 92619
Telephone: (800) 355 - 0700
Fax Number: (949) 989-4428

10. ¿QUÉ OCURRE SI PIERDO MI CHEQUE?

Si pierde o extravía su cheque del acuerdo antes de cobrarlo, el Administrador lo sustituirá siempre que lo solicite antes de la fecha de caducidad que figura en el frente del cheque original. Si su cheque ya está anulado, debe consultar las instrucciones del Fondo de Propiedad No Reclamada para recuperarlo.

11. ¿QUÉ PASA SI CAMBIO DE DIRECCIÓN?

Para recibir su cheque, debe notificar de inmediato al Administrador cualquier cambio de dirección.

Formato/Ejemplo de Solicitud de Exclusión

Lo siguiente es un formato/ejemplo de Solicitud de Exclusión. Aunque puede usar este mismo o un documento con formato similar para enviar una Solicitud de Exclusión, no está obligado a usarlo. Si usa este formato/ejemplo o no, si la envía a tiempo y de forma consistente con la Sección 3(6) anteriormente, siempre será considerada.

SOLICITUD DE EXCLUSIÓN

Loan Phu v. MicroVention, Inc., Caso No. 30-2024-01376392-CU-OE-CXC

Apex Class Action
support@apexclassaction.com
P.O. Box 54668,
Irvine, CA 92619
Teléfono: (800) 355 - 0700
Fax: (949) 989-4428

Administrador del Acuerdo Phu,

Solicito excluirme del Acuerdo de: Phu v. MicroVention (Tribunal Superior del Condado de Orange, Caso No. 30-2024-01376392-CU-OE-CXC). Mi nombre e información de contacto es la siguiente:

Nombre de Empleado:

Dirección del Empleado:

Teléfono del Empleado:

Fechas Aproximadas de Empleo:

Atentamente,

Firma: _____

Formato/Ejemplo de Objeción al Acuerdo

Lo siguiente es un formato/ejemplo de Objeción al Acuerdo. Aunque puede usar este mismo o un documento con un formato similar para enviar una Objeción, no está obligado a hacerlo. Si usa este formato/ejemplo o no, si la envía a tiempo y de forma consistente con la Sección 7 mencionada anteriormente, siempre será considerada. De manera alternativa, puede asistir (o contratar a un abogado) a la Audiencia de Aprobación Final para objetar. La información sobre esta audiencia se detalla en la Sección 8 anterior.

OBJECCIÓN AL ACUERDO

Loan Phu v. MicroVention, Inc., Caso No. 30-2024-01376392-CU-OE-CXC

Apex Class Action
support@apexclassaction.com
P.O. Box 54668,
Irvine, CA 92619
Teléfono: (800) 355 - 0700
Fax Number: (949) 989-4428

Administrador del Acuerdo Phu,

Objeto al Acuerdo Colectivo de Phu v. MicroVention (Tribunal Superior del Condado de Orange, Caso No. 30-2024-01376392-CU-OE-CXC).

[Mencione a qué se objeta, por qué lo hace y los hechos que respaldan su objeción].

Mi nombre e información de contacto es la siguiente:

Nombre de Empleado:

Dirección del Empleado:

Teléfono del Empleado:

Fechas Aproximadas de Empleo:

Atentamente,

Firma: _____

Formato/Ejemplo de Impugnación de Semana laboral/Período de Pago

Lo siguiente es un formato/ejemplo de Impugnación de Semana laboral/Período de Pago. Aunque puede usar este mismo o un documento con un formato similar para enviar una Impugnación de Semana laboral/Período de Pago, no está obligado a hacerlo. Si usa este formato o ejemplo, o no, si la envía a tiempo y de forma consistente con la Sección 4(3) mencionada anteriormente, siempre será considerada.

IMPUGNACIÓN DE SEMANA LABORAL/PERÍODO DE PAGO

Loan Phu v. MicroVention, Inc., Caso No. 30-2024-01376392-CU-OE-CXC

Apex Class Action
claims@apexclassaction.com
P.O. Box 54668,
Irvine, CA 92619
Teléfono: (800) 355 - 0700
Fax: (949) 989-4428

Administrador del Acuerdo Phu,

Escribo para impugnar el número de Semanas laborales y/o Períodos de Pago de PAGA que se muestran en el Aviso de Acuerdo Colectivo: Phu v. MicroVention (Tribunal Superior del Condado de Orange, Caso No. 30-2024-01376392-CU-OE-CXC) que recibí.

Mi nombre e información de contacto es la siguiente:

Nombre de Empleado:

Dirección del Empleado:

Teléfono del Empleado:

Fechas Aproximadas de Empleo:

A continuación, se muestra el número de semanas laborales y periodos de pago mencionados en el Aviso que recibí junto con el número que considero que debe ser:

	Semanas Laborales de Clase (Semanas laborales trabajadas entre el 29 de enero de 2020 y el 12 de julio de 2025)	Periodos de Pago de PAGA (Periodos de Pago trabajados entre el 29 de enero de 2023 y el 12 de julio de 2025)
Mencionadas en el Aviso de Clase		
Propuesta del Empleado		

He adjuntado la documentación de respaldo de la impugnación anterior.

Atentamente,

Firma: _____

EXHIBIT B

Template/Example Request for Exclusion

The below is a template/example of a Request for Exclusion. Although you may use this or a substantially similar formatted document to submit a Request for Exclusion, you are not required to use this format/template. Regardless of whether you use this format/template, if you submit a timely Request for Exclusion consistent with Section 3(6) above, it will be considered.

REQUEST FOR EXCLUSION

Loan Phu v. MicroVention, Inc., Case No. 30-2024-01376392-CU-OE-CXC

Apex Class Action

support@apexclassaction.com

P.O. Box 54668,

Irvine, CA 92619

Telephone: (800) 355 - 0700

Fax Number: (949) 989-4428

Phu Settlement Administrator,

I request to be excluded from the Phu v. MicroVention (Orange County Superior Court, Case No. 30-2024-01376392-CU-OE-CXC) Class Settlement. My name and contact information is below:

Employee Name:

BINH BUI

Employee Address:

[REDACTED]

Employee Phone Number:

[REDACTED]

Approximate Employment Dates:

4/3/2017

Thank you,

Signature: _____

BINH BUI

Template/Example Request for Exclusion

The below is a template/example of a Request for Exclusion. Although you may use this or a substantially similar formatted document to submit a Request for Exclusion, you are not required to use this format/template. Regardless of whether you use this format/template, if you submit a timely Request for Exclusion consistent with Section 3(6) above, it will be considered.

REQUEST FOR EXCLUSION

Loan Phu v. MicroVention, Inc., Case No. 30-2024-01376392-CU-OE-CXC

Apex Class Action

support@apexclassaction.com

P.O. Box 54668,

Irvine, CA 92619

Telephone: (800) 355 - 0700

Fax Number: (949) 989-4428

Phu Settlement Administrator,

I request to be excluded from the Phu v. MicroVention (Orange County Superior Court, Case No. 30-2024-01376392-CU-OE-CXC) Class Settlement. My name and contact information is below:

Employee Name: HOANG BUI

Employee Address:

Employee Phone Number:

Approximate Employment Dates:

04/24/2026

Thank you.

Signature: 

Template/Example Request for Exclusion

The below is a template/example of a Request for Exclusion. Although you may use this or a substantially similar formatted document to submit a Request for Exclusion, you are not required to use this format/template. Regardless of whether you use this format/template, if you submit a timely Request for Exclusion consistent with Section 3(6) above, it will be considered.

REQUEST FOR EXCLUSION

Loan Phu v. MicroVention, Inc., Case No. 30-2024-01376392-CU-OE-CXC

Apex Class Action

support@apexclassaction.com

P.O. Box 54668,

Irvine, CA 92619

Telephone: (800) 355 - 0700

Fax Number: (949) 989-4428

Phu Settlement Administrator,

I request to be excluded from the Phu v. MicroVention (Orange County Superior Court, Case No. 30-2024-01376392-CU-OE-CXC) Class Settlement. My name and contact information is below:

Employee Name:

TRUAN BUI

Employee Address:

[REDACTED]

Employee Phone Number:

[REDACTED]

Approximate Employment Dates:

12/17/2017

Thank you,

Signature:



EXHIBIT C

**Quotation Request:**

William Sung
Justice for Workers
William@JusticeforWorkers.com
323.922.2000

Case Name: Phu v. Microvention
Date: Friday, June 13, 2025
RFP Number: 321600019

Prepared By:

Kimberly Sutherland
Apex Class Action LLC
kimberly@apexclassaction.com
321.223.5065

Settlement Specifications	
Estimated Class Size:	1,050
Certified Language Translation:	Yes
Static Settlement Website	Yes
Percentage of Undeliverable Mail	15%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	3	\$450.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$700.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.00	1,050	\$1,050.00
USPS First Class Postage	Per Piece	\$0.74	1,050	\$777.00
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	158	\$315.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	3	\$225.00
NCOA Address Update (USPS)	Static Rate	\$141.00	1	\$141.00
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$3,903.00

Project Management				
Project Management	Per Hour	\$150.00	3	\$450.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	2	\$280.00
Sub Total:				\$910.00

APEX

CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$250.00	1	\$250.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$750.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.00	1,050	\$1,050.00
USPS First Class Postage	Per Piece	\$0.74	1,050	\$777.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	105	\$210.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	7	\$700.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$250.00	1	\$250.00
			Sub Total:	\$5,017.00

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	2	\$240.00
			Sub Total:	\$710.00

WILL NOT EXCEED: \$11,990.00				
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").
2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.
3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.
4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.
5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.
6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.
7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.
8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**
9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.
10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.