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Attorneys for Plaintiff LOAN PHU

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

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

Plaintiff,

vs.

MICROVENTION, INC., a Delaware
corporation; and DOES 1 through 50,

Defendants.

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

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

**SUPPLEMENTAL DECLARATION OF
WILLIAM C. SUNG IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

(Filed concurrently with Supplemental Brief,
Supporting Declarations, Proof of Service on
LWDA, and [Amended Proposed] Order)

DATE: March 30, 2026

TIME: 1:30 p.m.

DEPT: CX103

Reservation ID: Per November 12, 2025

Minute Order

Action Filed: January 29, 2024

Trial Date: Not Set

1 I, William C. Sung, hereby declare as follows:

2 1. I am an attorney licensed to practice law in the state of California and have been
3 admitted to practice before this Court. I am an attorney with the law firm of Justice for Workers,
4 P.C., counsel of record for Plaintiff Loan Phu ("Plaintiff") in this action. I am lead counsel for
5 Plaintiff in this case and I have personal knowledge of the matters stated herein and if called and
6 sworn as a witness, I would and could competently testify under oath thereto.

7 2. Enclosed as **Exhibit 1** is a true and correct copy of the executed Amendment to
8 Class Action and PAGA Settlement Agreement and Class Notice ("Executed Amendment"). The
9 revised Class Notice is attached as **Exhibit A** to the Executed Amendment.

10 3. Enclosed as **Exhibit 2** is a true and correct copy of the redlined version of the
11 Amendment to Class Action and PAGA Settlement Agreement and Class Notice showing all of the
12 edits to the original terms of the Settlement and Class Notice ("Redlined Amendment"). The
13 redlined revised Class Notice is attached as **Exhibit A** to the Redlined Amendment.

14 4. Enclosed as **Exhibit 3** is a true and correct copy of the redlined version of the
15 Amended Proposed Order Granting Preliminary Approval of Class Action and PAGA Settlement
16 ("Redlined Amended Proposed Order") showing all edits to the original Proposed Order.

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

19 Executed on February 20, 2026 at Los Angeles, California.

20
21 

22 _____
William C. Sung

EXHIBIT 1

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amendment to Class Action and PAGA Settlement Agreement (“Amendment”) is made by and between Plaintiff Loan Phu (“Plaintiff”) and Defendant MicroVention, Inc. (“Defendant”) pursuant to the Court’s November 10, 2025 ruling on Plaintiff Loan Phu’s Motion for Preliminary Approval of Class Action and PAGA Settlement. The Amendment refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

The Amendment shall modify the Parties’ Class Action and PAGA Settlement Agreement and Class Notice (“Agreement”) fully executed by the Parties on August 18, 2025 by replacing the below-referenced paragraphs from the Agreement to read as follows. The Parties agree that in the event of a conflict between any term in the Agreement and the Amendment, the terms set forth in this Amendment shall control.

1. DEFINITIONS.

- 1.40. “Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, members, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.42. “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, (b) fax, email, or mail his or her Objection to the Settlement, (c) fax email, or email challenges to the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. Class Members to whom Notice Packets are remailed after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the date the Response Deadline has expired.

2. RECITALS.

- 2.1. On January 29, 2024, Plaintiff commenced this Action by filing a Class Action Complaint alleging causes of action against Defendant for (1) Overtime Wage Violations; (2) Meal Period Violations; (3) Rest Period Violations; (4) Wage Statement Penalties; (5) Waiting Time Penalties; and (6) Unfair Competition. On April 4, 2024, Plaintiff filed a First Amended Complaint adding a cause of action for Civil Penalties under the PAGA against Defendant. On September 13, 2024, Plaintiff filed a Second Amended Complaint. The Second Amended Complaint is the Operative Complaint in the Action. The Class Action Complaint, First Amended Complaint, and Second Amended Complaint are collectively referred to as the “Complaints”. Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

5. RELEASES OF CLAIMS.

- 5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release 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, arising during the Class Period (the “Released Class Claims”). Except as set forth in Section 5.3 of this 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.
- 5.3 Release by Aggrieved Employees: All 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, arising during the PAGA Period, (“Released PAGA Claims”).

7. SETTLEMENT ADMINISTRATION.

- 7.4 Notice to Class Members.
- 7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.5 Requests for Exclusion (Opt-Outs).
- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member’s election to be excluded from the Settlement and includes the Class Member’s name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator may make the initial determination regarding Requests for Exclusion, and if the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. However, the Court shall make the final determination regarding any Requests for Exclusion. The Administrator shall provide a declaration to be included in Plaintiff's Motion for Final Approval filing, listing all Requests for Exclusion received and the Administrator's initial determination of the Request for Exclusion. The declaration shall attach as exhibits: (1) all Requests for Exclusion, including any evidence submitted, and (2) the Administrator's initial decision and any response to the Class Member. The Court shall make the final determination regarding any such Requests for Exclusion.

7.6 Challenges to Calculation of Workweeks/PAGA Pay Periods. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator may make the initial determination regarding any challenge, but the Court shall make the final determination regarding any challenges of Class Member's allocation of Workweeks and/or PAGA Pay Periods. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's initial determination of the challenges.

7.7 Objections to Settlement.

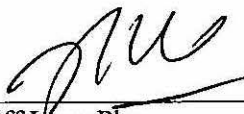
7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.8 Administrator Duties.

7.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make the initial decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. However, the Court shall make the final determination regarding any challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator shall provide a declaration to be included in Plaintiff's Motion for Final Approval filing, listing all Challenges to Calculations of Workweeks and/or PAGA Pay Periods received and the Administrator's initial determination of the Challenge. The declaration shall attach as exhibits: (1) all Challenges, including any evidence submitted, and (2) the Administrator's initial decision and any response to the Class Member. The Court shall make the final determination regarding any such Challenges.

ACCEPTED AND AGREED:

Dated: 01-27, 2026



Plaintiff Loan Phu

Dated: _____, 2026

MicroVention, Inc.

Printed Name

Title

7.8 Administrator Duties.

7.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make the initial decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. However, the Court shall make the final determination regarding any challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator shall provide a declaration to be included in Plaintiff's Motion for Final Approval filing, listing all Challenges to Calculations of Workweeks and/or PAGA Pay Periods received and the Administrator's initial determination of the Challenge. The declaration shall attach as exhibits: (1) all Challenges, including any evidence submitted, and (2) the Administrator's initial decision and any response to the Class Member. The Court shall make the final determination regarding any such Challenges.

ACCEPTED AND AGREED:

Dated: _____, 2026

Plaintiff Loan Phu

Dated: 01/30/2026
_____, 2026

DocuSigned by:
Jackie Collins
C9F847AE6CCD414...

MicroVention, Inc.

Jackie Collins

Printed Name

General Counsel

Title

Exhibit A

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 \$INSERT (less withholding) and your Individual PAGA Payment is estimated to be \$INSERT**. 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 INSERT Workweeks** during the Class Period, and **you worked INSERT 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 	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 	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  Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on . 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 	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 . 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 **INSERT**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **INSERT** Response Deadline. 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, **INSERT** (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 **INSERT** (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 INSERT (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 **INSERT** 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.INSERT.com 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 INSERT.** 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 **INSERT** at **INSERT a.m./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.INSERT.com 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. \[REDACTED\].com](http://www. [REDACTED].com). 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
claims@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.

Exhibit 1

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
claims@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: _____

Exhibit 2

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
claims@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: _____

Exhibit 3

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
claims@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: _____

EXHIBIT 2

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amendment to Class Action and PAGA Settlement Agreement (“AgreementAmendment”) is made by and between Plaintiff Loan Phu (“Plaintiff”) and Defendant ~~Microvention~~MicroVention, Inc. (“Defendant?”) pursuant to the Court’s November 10, 2025 ruling on Plaintiff Loan Phu’s Motion for Preliminary Approval of Class Action and PAGA Settlement. The AgreementAmendment refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

The Amendment shall modify the Parties’ Class Action and PAGA Settlement Agreement and Class Notice (“Agreement”) fully executed by the Parties on August 18, 2025 by replacing the below-referenced paragraphs from the Agreement to read as follows. The Parties agree that in the event of a conflict between any term in the Agreement and the Amendment, the terms set forth in this Amendment shall control.

1. DEFINITIONS.

- 1.40. “Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, members, ~~attorneys, insurers,~~ predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.42. “Response Deadline” means 4560 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, ~~or~~ (b) fax, email, or mail his or her Objection to the Settlement, (c) fax email, or email challenges to the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. Class Members to whom Notice Packets are remailed after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the date the Response Deadline has expired.

2. RECITALS.

- 2.1. On January 29, 2024, Plaintiff commenced this Action by filing a Class Action Complaint alleging causes of action against Defendant for (1) Overtime Wage Violations; (2) Meal Period Violations; (3) Rest Period Violations; (4) Wage Statement Penalties; (5) Waiting Time Penalties; and (6) Unfair Competition. On April 4, 2024, Plaintiff filed a First Amended Complaint adding a cause of action for Civil Penalties under the PAGA against Defendant. On September 13, 2024, Plaintiff filed a Second Amended Complaint. The ~~First~~Second Amended Complaint is the ~~operative complaint~~Operative Complaint in the Action. The Class Action Complaint, First Amended Complaint, and ~~First~~Second Amended Complaint are collectively referred to as the “Complaints”. Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

5. RELEASES OF CLAIMS.

- 5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release 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 ~~and legal theories~~ contained in the Complaints, arising during the Class Period (the “Released Class Claims”). Except as set forth in Section 5.3 of this 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.
- 5.3 Release by Aggrieved Employees: All 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 ~~and legal theories~~ contained in the ~~Complaints~~ Operative Complaint and PAGA Notice, arising during the PAGA Period, (“Released PAGA Claims”).

7. SETTLEMENT ADMINISTRATION.

- 7.4 Notice to Class Members.
- 7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the ~~45~~60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.5 Requests for Exclusion (Opt-Outs).
- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than ~~45~~60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member’s election to be excluded from the Settlement and includes the Class Member’s name, address and email

address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. ~~The Administrator's Administrator may make the initial determination shall be final regarding Requests for Exclusion, and not appealable or otherwise susceptible to challenge. If~~ the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. ~~The~~ However, the Court shall make the final determination regarding any Requests for Exclusion. The Administrator shall provide a declaration to be included in Plaintiff's Motion for Final Approval filing, listing all Requests for Exclusion received and the Administrator's initial determination of the Request for Exclusion. The declaration shall attach as exhibits: (1) all Requests for Exclusion, including any evidence submitted, and (2) the Administrator's determination of authenticity shall be initial decision and any response to the Class Member. The Court shall make the final and not appealable or otherwise susceptible to challengedetermination regarding any such Requests for Exclusion.

7.6 Challenges to Calculation of Workweeks-/PAGA Pay Periods. Each Class Member shall have ~~45~~60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. ~~The Administrator's~~ Administrator may make the initial determination of each regarding any challenge, but the Court shall make the final determination regarding any challenges of Class Member's allocation of Workweeks and/or PAGA Pay Periods ~~shall be final and not appealable or otherwise susceptible to challenge.~~ The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's initial determination of the challenges.

7.7 Objections to Settlement.

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

present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 4560 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.8 Administrator Duties.

7.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make ~~final~~the initial decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. ~~The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge~~However, the Court shall make the final determination regarding any challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator shall provide a declaration to be included in Plaintiff's Motion for Final Approval filing, listing all Challenges to Calculations of Workweeks and/or PAGA Pay Periods received and the Administrator's initial determination of the Challenge. The declaration shall attach as exhibits: (1) all Challenges, including any evidence submitted, and (2) the Administrator's initial decision and any response to the Class Member. The Court shall make the final determination regarding any such Challenges.

ACCEPTED AND AGREED:

Dated: _____, 2025

Plaintiff Loan Phu

Dated: _____, 2025

MicroVention, Inc.

Printed Name

Title

|

Exhibit A

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

Loan Phu v. ~~Microvention~~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~~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 \$INSERT (less withholding) and your Individual PAGA Payment is estimated to be INSERT**. 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 INSERT Workweeks** during the Class Period, and **you worked INSERT 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 	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 	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 Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on . 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 	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 . 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~~[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 ~~strongly~~ denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether 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 ~~strongly~~ 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. ~~Court Approved~~[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 ~~is~~), [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 **INSERT**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **INSERT** Response Deadline. 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, **INSERT** (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 ~~and legal theories~~ 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 ~~and legal theories~~ contained in the ~~Complaints~~ 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 **INSERT** (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 resolve 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. The Administrator's decision is However, the Court will make the final. You cannot appeal or otherwise determination regarding any such challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who 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~~ 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 **INSERT**, (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 **INSERT** 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.INSERT.com 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 INSERT.** 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~~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 **INSERT** at **INSERT a.m./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. \[REDACTED\].com](http://www. [REDACTED].com) 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. \[REDACTED\].com](http://www. [REDACTED].com). 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://civilwebshopping.occourts.org/Login.do> 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
claims@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.

Exhibit 1

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
claims@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: _____

Exhibit 2

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
claims@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: _____

Exhibit 3

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
claims@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:

	<u>Class Workweeks</u> <u>(Workweeks worked between</u> <u>January 29, 2020 and July 12,</u> <u>2025)</u>	<u>PAGA Pay Periods</u> <u>(Pay Periods worked between</u> <u>January 29, 2023 and July 12,</u> <u>2025)</u>
<u>Listed on Class Notice</u>		
<u>Employee Proposed</u>		

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

Thank you,

Signature: _____

EXHIBIT 3

~~JUSTICE FOR WORKERS, P.C.~~
~~William C. Sung SB# 280792~~
~~-E Mail: william@justiceforworkers.com~~
~~Tiffany L. Luu SB# 335127~~
~~-E Mail: tluu@justiceforworkers.com~~
~~9575 Bolsa Ave~~
~~Westminster, CA 92683~~
~~Tel: 323-922-2000~~
~~Fax: 323-922-2000~~

~~Attorneys for Plaintiff LOAN PHU~~

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

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

Plaintiff,

vs.

MICROVENTION, INC., a Delaware
corporation; and DOES 1 through 50,

Defendants.

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

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

**(~~AMENDED~~ PROPOSED) ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

~~DATE: November 10, 2025~~

~~TIME: 1:30 p.m.~~

~~DEPT: CX103~~

~~Reservation ID: 74654134~~

Action Filed: January 29, 2024

Trial Date: Not Set

1 The Motion of Plaintiff Loan Phu (“Plaintiff”) for Preliminary Approval of Class Action and
2 PAGA Settlement came on regularly for hearing before this Court. This Court, having considered
3 the proposed ~~Amended~~ Class Action and PAGA Settlement Agreement (the “Agreement”) attached
4 to the Declaration of William C. Sung ~~filed concurrently herein~~ and the Amendment to Class Action
5 and PAGA Settlement Agreement and Class Notice (the “Amendment”; the Agreement and
6 Amendment are collectively referred to as the “Settlement”) attached to the Declaration of William
7 C. Sung¹; having considered Plaintiff’s Motion for Preliminary Approval of Class Action and
8 PAGA Settlement, Memorandum of Points and Authorities and supplemental filings in support
9 thereof, and supporting declarations filed therewith; and good cause appearing, HEREBY ORDERS
10 THE FOLLOWING:

11 1. The Court GRANTS preliminary approval of the class action and PAGA settlement
12 as set forth in the Settlement and finds its terms to be within the range of reasonableness of a
13 settlement that ultimately could be granted approval by the Court at a Final Approval Hearing. For
14 purposes of the Settlement, the Court finds that the proposed Class is ascertainable and that there is
15 a sufficiently well-defined community of interest among the members of the Class in questions of
16 law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of
17 the following Class:

18 All current and former non-exempt employees who worked for Defendant
19 Microvention, Inc. within the State of California at any time during the Class Period
of January 29, 2020 through July 12, 2025.

20 2. For purposes of the Settlement, the Court designates named Plaintiff Loan Phu as
21 Class Representative and William C. Sung and Tiffany L. Luu of Justice for Workers, P.C. as Class
22 Counsel.

23 3. The Court designates Apex Class Action, LLC as the third-party Administrator for
24 mailing notices.

25 4. The Court approves, as to form and content, the Class Notice attached as Exhibit A
26
27 _____

28 ¹ The Agreement is attached as Exhibit 1 to this Order. The Amendment is attached as Exhibit 2 to this Order.

1 to the SettlementAmendment².

2 4.

3 5. The Court finds that the form of notice to the Class regarding the pendency of the
4 action and of the Settlement, and the methods of giving notice to Class Members, constitute the best
5 notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all of
6 the Class Members. The form and method of giving notice complies fully with the requirements of
7 California Code of Civil Procedure section 382, California Civil Code section 1781, California
8 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable
9 law.

10 6. The Court further approves the procedures for the Class Members to opt out of or
11 object to the Settlement, as set forth in the Class Notice.

12 7. The procedures and requirements for filing objections in connection with the Final
13 Approval Hearing are intended to ensure the efficient administration of justice and the orderly
14 presentation of any Class Member's objection to the Settlement in accordance with the due process
15 rights of all members of the Class.

16 8. The Court directs the Administrator to mail the Class Notice to Class Members in
17 accordance with the terms of the Settlement.

18 9. The Class Notice shall provide at least ~~forty-fivesixty~~ (6045) calendar days' notice
19 for Class Members to opt out of, or object to, the Settlement or dispute the number of Class
20 Workweeks and PAGA Pay Periods.

21 10. The Final Approval Hearing on the question of whether the Settlement should be
22 finally approved as fair, reasonable, and adequate is scheduled in Department ~~CX105~~-CX103 of this
23 Court, located at Civil Complex Center 751 West Santa Ana Blvd., Santa Ana, CA 92701 on
24 August 10, 2026 at a.m./1:30 p.m.

25 11. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement
26 should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment
27 _____

28 ² The Class Notice formatted by the Administrator, including a Spanish translation, is attached to this Order as Exhibit 3.

granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for reasonable attorneys' fees, reimbursement of litigation expenses, service award to Plaintiff, settlement administration costs, and payment to the Labor & Workforce Development Agency ("LWDA") for penalties under the Labor Code Private Attorneys General Act should be granted.

11.

~~12.~~ Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's service award, payment to the LWDA, and settlement administration costs, no later than 16 court days prior to the Final Approval Hearing ~~according to the time limits set by the Code of Civil Procedure and the California Rules of Court.~~

12. *##*

13. An implementation schedule is below:

Event	Date
Defendants to provide the Administrator with the Class Data	Within 15 calendar days after entry of this Order
Administrator to mail the Class Notice	Within 14 calendar days after receiving the Class Data from Defendants
Response Deadline for Class Members	Within 60 ⁴⁵ calendar days after the Administrator mails the Class Notice (extended by 14 calendar days for any re-mailed initial Class Notices)
Last Day to File a Motion for Final Approval of Class Action and PAGA Settlement	At least 16 court days before the Final Approval Hearing:
Final Approval Hearing	<u> </u> , <u>August 10</u> , 2026 at <u> </u> a.m. ^{1:30} p.m.

14. Pending the Final Approval Hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed. The Court retains jurisdiction to enforce the Settlement pursuant to Code of Civil Procedure § 664.6.

15. The Court orders the Parties and the Administrator to carry out their duties and obligations in accordance with terms of the Settlement and this Order~~Counsel for the parties are~~

1 ~~hereby authorized to utilize all reasonable procedures in connection with the administration of the~~
2 ~~Settlement which are not materially inconsistent with either this Order or the terms of the~~
3 ~~Settlement.~~

4 **IT IS SO ORDERED.**

5
6 DATED: _____, ~~2025~~2026

Hon. David A. Hoffer
Judge of the Superior Court