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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

MARK GILL,	}	CASE NO.: 5:24-CV-01868
Plaintiff,		[PROPOSED] ORDER
vs.		APPROVING PAGA
SKORPIOS TECHNOLOGIES, INC.,		SETTLEMENT & ENTRY OF
and DOES 1 through 30,		JUDGMENT
Defendants.	}	<i>[filed concurrently with Plaintiff's Ex Parte Application for Approving PAGA Settlement and Declaration of Charles P. Boylston]</i>

1 **TO ALL PARTIES HEREIN AND THEIR ATTORNEYS OF RECORD:**

2 WHEREAS, this is an Action pending before this Court as an alleged
3 representative action under the Private Attorneys General Act of 2025 ("PAGA");
4 and

5 WHEREAS, the Court has read and considered Plaintiffs Ex Parte Application
6 Seeking Approval of PAGA Settlement in accordance with the Parties' Joint
7 Stipulation of Settlement and Release under the California Labor Code Private
8 Attorneys General Act, California Labor Code § 269 8 et seq. ("Settlement
9 Agreement"), a copy of which is attached hereto as **Exhibit No. 1**. The Court
10 understands that the Settlement Agreement sets forth the terms and conditions for a
11 proposed settlement and dismissal of the Action with prejudice. Based on a review
12 of the submissions by the Parties and good cause appearing therefor,

13 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

- 14 1. All terms used in the Settlement Agreement shall have the same meaning as
15 defined therein.
- 16 2. The terms of the settlement are fair, adequate, and reasonable, and therefore,
17 are approved by the Court.
- 18 3. Compensation to the Labor Workforce Development Agency ("LWDA") and
19 the Aggrieved Employees shall be effected pursuant to the terms of the
20 Settlement Agreement.
- 21 4. The Court hereby approves of the payment of Attorneys' Fees and Costs to
22 Plaintiffs Counsel to be effected pursuant to the terms of the Settlement
23 Agreement.
- 24 5. Neither the settlement, nor any terms set forth in the Settlement Agreement,
25 are an admission of liability or any wrongdoing by the Settling Defendant, nor
26 is the Court's Order a finding of the validity of any claims in the Action or of
27 any wrongdoing by the Settling Defendant.

1 6. Upon entry of this Order, all claims in the Action shall be and are hereby
2 dismissed with prejudice. Moreover, the LWDA and each and every
3 Aggrieved Employee, including Plaintiff, shall be deemed and hereby are
4 deemed to have conclusively released and forever discharged the Defendant
5 from the PAGA Released Claims, as defined in the Settlement Agreement,
6 and are hereby permanently barred and enjoined from the institution or
7 prosecution of any and all Released Claims against the Defendant.

8 7. This Order is intended to be a final disposition of the Action in its entirety.

9 8. The Court will retain jurisdiction over the Parties to enforce the settlement
10 until performance in full of the terms.

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10. Upon the Settlement Effective Date, as defined in the Settlement Agreement, Plaintiff and all Aggrieved Employees, shall have by operation of the Final Order and this Judgment, fully, finally and forever release, relinquished, and discharged the Defendant from the Released Claims as those terms are respectively defined in the Settlement Agreement, and are hereby forever barred and enjoined from prosecuting such Released Claims against the Defendant.

Dated:

ORDER APPROVING PAGA SETTLEMENT & JUDGMENT - 4

EXHIBIT 1

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*Attorneys for Plaintiffs Mark Gill
and Denise Fischer*

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10 **UNITED STATES DISTRICT COURT**
11 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

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13 MARK GILL

14 Plaintiff,

15 v.

16 SKORPIOS TECHNOLOGIES, INC.,
and DOES 1 through 30,

17 Defendants.
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Case No. 5:24-cv-01868-SSS-DTB

**JOINT STIPULATION OF
SETTLEMENT AND RELEASE
UNDER THE CALIFORNIA
LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE
2698 *ET SEQ.***

Judge: Hon. Sunshine S. Sykes
Complaint Filed: July 5, 2024

I. PREAMBLE

1. This Joint Stipulation of Settlement and Release (“Agreement” or “Settlement”) under the California Labor Private Attorneys General Act, California Labor Code section 2698 *et seq.* (“PAGA”) is entered into between Plaintiff Mark Gill (“Gill”), Plaintiff Danielle Fischer (“Fischer,” and collectively with Gill, the “Named Plaintiffs”), individually and as representatives on behalf of certain additional aggrieved employees as further defined in Paragraph 11 of this agreement (collectively, with Gill and Fischer, the “Aggrieved Employees”), and Defendant Skorprios Technologies Inc. (“Skorprios”). The Aggrieved Employees and Skorprios will sometimes be referred to collectively herein as the “Settling Parties.”

2. On or around March 29, 2024, Gill, a former employee of Skorprios, submitted a notice under Labor Code § 2699.3 (the “PAGA Notice”) to the Labor and Workforce Development Agency (“LWDA”) alleging that Skorprios violated Labor Code sections 227.3 by, *inter alia*, failing to timely pay all wages due upon separation.

3. On or around July 5, 2024, Gill filed the instant action in the Superior Court of California for the County of Riverside, assigned Case Number CVME2400111 (“Action”). Shortly thereafter, on August 30, 2024, Skorprios removed the Action to the United States District Court for the Central District of California, where it was assigned Case Number 5:24-cv-01868-SSS-DTB. The operative complaint in the Action alleges three causes of action, with two individual causes of action on behalf of Plaintiff only and one representative cause of action under PAGA based on the alleged violations of the California Labor Code as described in Gill’s Notice to the LWDA. Skorprios has denied all the allegations in the operative complaint, the PAGA Notice, and the Action, and maintains that it

1 employed Gill and all Aggrieved Employees in full compliance with all applicable
2 law.

3 4. In conjunction with this Agreement, and for purposes of settlement
4 only, Plaintiff will file an Amended Complaint, identifying Denise Fischer
5 (“Fischer”) as a Named Plaintiff in this Action (together with Gill, the “Named
6 Plaintiffs”). Skorprios need not file a responsive pleading to the Amended
7 Complaint, and will be deemed to deny all substantive and procedural allegations
8 therein.

9 5. The Settling Parties have exchanged significant information regarding
10 Skorprios’ employment practices, allowing the Settling Parties to be fully able to
11 assess the value of the claims involved in this Action.

12 6. The Settling Parties have now agreed to avoid further litigation and to
13 settle and resolve all existing and potential disputes, actions, lawsuits, charges and
14 claims that the Aggrieved Employees have or may have against Skorprios that are
15 asserted in the Complaint and/or PAGA Notice and any claims under PAGA that
16 could have been asserted in the Complaint and/or PAGA Notice based on the facts
17 alleged therein, to the fullest extent permitted by law and without any admission of
18 liability or wrongdoing by either party. The Settling Parties also intend that
19 Aggrieved Employees be given the opportunity to enter into a pre-negotiated
20 individual settlement of individual (i.e., non-PAGA) claims they may have
21 associated with the claims in the Complaint. The Named Plaintiffs and Aggrieved
22 Employees’ Counsel have concluded that the Settlement reflected herein is fair,
23 reasonable, and in the best interests of the Aggrieved Employees and respectfully
24 request that the Settlement be approved by the Court.

25 7. This Agreement shall become effective upon the “Effective Date,” as
26 set forth in Section VI below. The Settling Parties hereby agree to do all things and
27 to engage in all procedures reasonably necessary and appropriate to obtain Court
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1 approval of this Agreement, in consideration for: (a) the payment by Skorprios of
2 the consideration described herein, subject to the terms, conditions and limitations
3 of this Agreement; and (b) the release of claims by the Aggrieved Employees
4 (including, without limitation, the Named Plaintiff), as described in Paragraphs 42
5 and 43 of this Agreement, and entry of Judgment thereafter.

6 **II. PAYMENTS TO THE AGGRIEVED EMPLOYEES, AGGRIEVED**
7 **EMPLOYEES' COUNSEL, NAMED PLAINTIFF, CLAIMS**
8 **ADMINISTRATOR, AND LWDA**

9 8. Subject to Court approval and the provisions of this Agreement,
10 Skorprios shall pay a maximum aggregate total of fifty-one thousand, five-hundred
11 U.S. dollars and no cents (\$51,500.00) (the "Gross Settlement Value" or "GSV"),
12 in consideration for the settlement of this Action and the related release of all
13 claims described in Paragraphs 42, 43, 45, and 46 that the Aggrieved Employees
14 (including, without limitation, Gill and Fischer) may have against Skorprios.

15 9. No portion of the GSV shall be disbursed or distributed until after the
16 Effective Date.

17 10. The Gross Settlement Value is the maximum amount that Skorprios
18 shall be required to pay for settlement of this Action. The GSV will cover
19 compensation to the Aggrieved Employees, additional compensation to the Named
20 Plaintiffs as the Aggrieved Employees' representatives, compensation to the
21 LWDA under California Labor Code § 2699(i), and attorneys' fees and
22 reimbursement of litigation costs and expenses to Aggrieved Employees' Counsel.

23 **III. SCOPE OF THE AGGRIEVED EMPLOYEES BOUND BY THIS**
24 **SETTLEMENT**

25 11. The Settling Parties agree that two categories of former Skorprios
26 employees shall be bound by this Settlement, including the release of claims
27 described in Paragraphs 42, 43, and 45 of this Agreement:
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- 1 a. Skorprios employees who received a furlough letter in or around
2 September 2023 (a “Furlough Letter”) and did not work during
3 the immediately following pay period (the “Furlough Period”),
4 and
5 b. Skorprios employees who received a Furlough Letter but who
6 continued to work for Skorprios for at least the Furlough period.
7 The Parties agree that this group of employees received health
8 benefits from Skorprios which exceeded the value of any alleged
9 penalties owed to them under the Labor Code pursuant to the
10 causes of action alleged in the Action.
11 c. The individuals referenced in Paragraph 11(a) and 11(b) are
12 referred to herein collectively as the “Aggrieved Employees.”
13 The Settling Parties agree that there are twenty-three (23)
14 Aggrieved Employees.

15 12. All the Aggrieved Employees shall be bound by the release of claims
16 described in Paragraphs 42 and 43 of this Agreement. Aggrieved Employees who
17 sign and return Exhibit A shall also be bound by Paragraph 46 of this Agreement.

18 13. The Settling Parties’ settlement of this Action, and the rights of the
19 Settling Parties and the Aggrieved Employees hereunder, are contingent upon
20 approval by the Court of this Agreement. In consideration of the covenants
21 undertaken herein by Skorprios, including, without limitation, Skorprios’ agreement
22 to pay an amount not to exceed the GSV, this Agreement settles any and all claims
23 described in Paragraphs 42 and 43 of this Agreement.

24 **IV. APPOINTMENT OF AGGRIEVED EMPLOYEES’ COUNSEL**

25 14. Subject to the Court’s approval, the Settling Parties hereby stipulate to
26 the Court’s appointment of Charles P. Boylston, Esq., Law Offices of Charles P.
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1 Boylston, as counsel with respect to the Aggrieved Employees (“Aggrieved
2 Employees’ Counsel”).

3 **V. SETTLEMENT APPROVAL AND ADMINISTRATION**

4 15. The Settling Parties’ Settlement of this Action, and their rights and
5 obligations hereunder, are expressly conditioned on the Court’s approval of this
6 Settlement as to the Aggrieved Employees defined in Section III. The Court shall
7 approve of this Settlement through the entry of an order and judgment approving
8 this PAGA Settlement, approving the individual releases discussed herein at
9 Paragraph 46, approving the form and content of Exhibits A and B, and dismissing
10 this Action with prejudice (“Approval Order and Judgment”), in a form agreed to
11 by the Settling Parties.

12 16. Aggrieved Employees’ Counsel shall file an *ex parte* application for
13 Approval of the Settlement with the Court, (“Approval Hearing”). The date this
14 application is approved and entered shall be the “Date of Settlement Approval.” In
15 conjunction with this application, Aggrieved Employees’ Counsel shall submit this
16 Agreement and supporting papers, and the proposed Approval Order and Judgment.
17 The Approval Order and Judgment shall, *inter alia*: reflect the settlement and entry
18 of judgment of this Action; set out the Court’s approval of the settlement pursuant
19 to the terms of this Agreement (including the individual settlement offered to
20 Aggrieved Employees); provide for the payment of the GSV to the Aggrieved
21 Employees to be distributed pursuant to this Agreement; approve the release of
22 claims of the Aggrieved Employees (including, without limitation, the Named
23 Plaintiff) described in Paragraphs 42 and 43 of this Agreement; approve the general
24 release by the Named Plaintiffs described in Paragraph 45 of this Agreement; state
25 that the Court’s Approval Order and Judgment shall bar and be *res judicata* with
26 respect to any claims asserted by the Aggrieved Employees (including, without
27 limitation, the Named Plaintiff) and/or the State of California that are covered by
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1 this Agreement and the release of claims herein; and approve the form and content
2 of Exhibit A, Exhibit B, the optional Individual Settlement Payments, and the
3 release of claims described in Paragraph 46 of this Agreement.

4 17. Not later than fifteen (15) business days after receipt of the Court's
5 entry of the Approval Order and Judgment, and to the extent possible based on the
6 presence of information in its records Skorprios shall provide to the Aggrieved
7 Employees' Counsel a spreadsheet ("Spreadsheet") in electronic format that
8 contains the name, dates of employment, and last known mailing address of each
9 Aggrieved Employee during the Release Period.

10 18. Skorprios shall meet-and-confer with the Aggrieved Employees'
11 Counsel regarding the format of the Spreadsheet referenced in Paragraph 17 of this
12 Agreement and cooperate to provide any additional information which he may
13 request that is reasonable and necessary for the purpose of calculating and
14 distributing PAGA Settlement Payments, and calculating Individual Settlement
15 Payments, for the Aggrieved Employees and otherwise administrating this
16 Agreement.

17 19. Each PAGA Settlement Payment shall be accompanied by a
18 "Settlement Notice" (collectively with the PAGA Settlement Payment, a
19 "Settlement Packet"). The Settlement Notice shall contain an easily understood
20 statement explaining that the PAGA Settlement Payment is in consideration of the
21 release and waiver of all of the PAGA claims related to those alleged in this Action,
22 as described in Paragraphs 42 and 43 of this Agreement, and that such release shall
23 be effective whether or not he or she deposits or cashes the check that has been
24 mailed to him or her. The Settlement Notice shall also explain that the recipient
25 does not have to take any action before depositing or cashing the enclosed PAGA
26 Settlement Payment, except that it must be deposited or cashed before the Check
27 Cashing Deadline, as defined in Paragraph 41 of this Agreement. The Settlement
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1 Notice will also explain that if an Aggrieved Employee signs and returns the
2 enclosed Individual Release Agreement (in the form attached hereto as Exhibit A),
3 they will be entitled to receive an Individual Settlement Payment in exchange for a
4 release of individual claims as described in Paragraph 46. The Settlement Notice
5 will be in the form attached hereto as Exhibit B.

6 **VI. THE EFFECTIVE DATE**

7 20. This Agreement shall become final and effective on the occurrence of
8 all of the following events described in Paragraphs 20(a) through 20(c) (the
9 “Effective Date”):

- 10 a. Entry by the Court of the Approval Order and Judgment, as
11 described in Paragraphs 15 and 16 of this Agreement and
12 appointment of Aggrieved Employees’ Counsel as described in
13 Paragraph 14 of this Agreement.
- 14 b. Submission by Aggrieved Employees’ Counsel of both this
15 Agreement and the Approval Order and Judgment to the
16 LWDA, as described in Paragraph 27 of this Agreement.
- 17 c. The occurrence of the “Effective Date of Judgment,” which
18 shall be deemed to be the last to occur of the following:
 - 19 i. If an appeal or other review is not sought from the
20 Approval Order and Judgment, the sixty-fifth (65th)
21 calendar day after the Approval Order and Judgment is
22 signed and entered by the Court; or
 - 23 ii. If an appeal or other review is sought from the Approval
24 Order and Judgment, the next day after the Approval
25 Order and Judgment is affirmed or the appeal or other
26 review is dismissed or denied, and the judgment is no
27 longer subject to judicial review or other challenge.

1 21. The Settling Parties shall jointly prepare the proposed Approval Order
2 and Judgment. Said proposed Approval Order and Judgment shall be lodged with
3 the Court no later than five (five) court days before the Approval Hearing.

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5 **VII. EFFECT OF NON-APPROVAL OR FAILURE OF THE EFFECTIVE**
6 **DATE TO OCCUR**

7 22. If the Effective Date does not occur, this Agreement shall be void. In
8 such event:

- 9 a. Nothing in this Agreement shall be construed as a
10 determination, admission, or concession of any substantive or
11 procedural issue in this Action, and nothing in this Agreement
12 may be offered into evidence in any hearing or trial, or in any
13 subsequent pleading or in any judicial, arbitral, or administrative
14 proceeding;
- 15 b. The Settling Parties expressly reserve their rights with respect to
16 the prosecution and defense of this Action as if this Agreement
17 never existed. In particular, Skorprios does not waive, but rather
18 expressly reserves, all rights to challenge any and all claims and
19 allegations asserted in this Action upon all procedural and
20 substantive grounds, including, without limitation, the ability to
21 challenge representative treatment on any grounds and to assert
22 any and all potential defenses or privileges. The Settling Parties
23 agree that Skorprios retains and reserves these rights, and they
24 agree not to take a position to the contrary. Specifically, the
25 Settling Parties agree that, if this Action were to proceed, they
26 will not present any argument based on this Agreement, or any
27 exhibit, attachment, act performed or document executed
28 pursuant to this Agreement; and

- 1 c. The Amended Complaint shall become null and void and of no
2 further force or effect, and shall be treated as vacated *nunc pro*
3 *tunc*, and the Settling Parties will meet-and-confer regarding
4 how to proceed with the litigation.
- 5 d. Notwithstanding the foregoing, the Settling Parties agree that, if
6 this Agreement is not approved by the Court, the Settling Parties
7 shall work together in good faith to address any concerns
8 identified by the Court.

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10 **VIII. ATTORNEYS' FEES, COSTS, AND EXPENSES, PAYMENT TO
THE LWDA, AND ENHANCEMENT AWARDS**

11 23. This Action alleges claims for attorneys' fees and costs pursuant to,
12 inter alia, the California Labor Code. The Settling Parties agree that any and all
13 such claims for attorneys' fees and costs have been settled as a part of this
14 Agreement.

15 24. Skorpis recognizes that Aggrieved Employees' Counsel will apply to
16 the Court for an award of attorneys' fees in an amount up to, but not more than,
17 twenty-three thousand, five-hundred U.S. dollars and no cents (\$23,500.00).
18 Skorpis will not oppose Aggrieved Employees' Counsel's application under this
19 Paragraph 24 for said amount, and Aggrieved Employees' Counsel's application
20 under this Paragraph 24 shall be scheduled for determination at the Approval
21 Hearing. The Named Plaintiff, Aggrieved Employees' Counsel, and/or the
22 Aggrieved Employees shall not seek payment of attorneys' fees or reimbursement
23 of costs or expenses except as set forth herein.

24 25. Skorpis recognizes that Aggrieved Employees' Counsel will apply to
25 the Court for an individual Enhancement Award to Plaintiff Fischer in an amount
26 up to, but not more than, five-hundred U.S. dollars and no cents (\$500.00) , and an
27 additional individual Enhancement Award to Plaintiff Gill in an amount up to, but
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1 not more than, five-hundred U.S. dollars and no cents (\$500.00), in recognition of
2 their efforts and time spent in furtherance of the Action. Skorprios will not oppose
3 Aggrieved Employees' Counsel's application under this Paragraph 25 for said
4 amounts.

5 26. Skorprios recognizes that Aggrieved Employees' Counsel will apply to
6 the Court to approve a PAGA Settlement in the aggregate amount of six thousand
7 eight hundred seventy-five U.S. dollars and no cents (\$6,875.00) (the "Net
8 Settlement Value" or "NSV"). The Settling Parties will allocate sixty-five percent
9 (65%) of the Net Settlement Value to be paid directly to the LWDA.

10 27. Pursuant to California Labor Code § 2699(1)(2), within ten (10) days
11 of the full execution of this Agreement by the Settling Parties, Aggrieved
12 Employees' Counsel shall submit a fully-executed copy of this Agreement to the
13 LWDA. Pursuant to California Labor Code § 2699(1)(3), Aggrieved Employees'
14 Counsel shall submit a copy of the Approval Order and Judgment to the LWDA
15 within 10 days after its entry by the Court.

16 28. The awards pursuant to this Section VIII will be funded solely and
17 completely from the GSV.

18 29. If the Court does not approve the total amount of attorneys' fees, costs,
19 and/or Enhancement Awards requested by Aggrieved Employees' Counsel pursuant
20 to Paragraphs 24 and 25 of this Agreement, any remaining portion of the requested
21 amount will be added to the Net Settlement Value (as that term is defined in
22 Paragraph 26 of this Agreement).

23 30. Any proceedings or Court decisions related to Aggrieved Employees'
24 Counsel's application for attorneys' fees, costs and expenses, shall not terminate or
25 cancel this Agreement, or otherwise affect the finality of the Approval Order and
26 Judgment, or affect the settlement and releases set forth herein concerning this
27 Action. Further, nothing in this Agreement shall prevent, waive, impair or impinge
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1 upon Aggrieved Employees' Counsel's right to appeal the Court's decision related
2 to the application for attorneys' fees, costs and expenses, and/or the Enhancement
3 Awards.

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5 **IX. PLAN FOR ALLOCATION AND DISTRIBUTION OF THE**
6 **GROSS SETTLEMENT VALUE**

7 31. The GSV shall be allocated, in order, as follows:

- 8 a. First, to any attorneys' fees and reasonable and necessary costs
9 and expenses of Aggrieved Employees' Counsel, as may be
10 awarded by the Court pursuant to Paragraph 24 of this
11 Agreement.
12 b. Second, to any Enhancement Awards, as may be awarded by the
13 Court pursuant to Paragraph 25 of this Agreement.
14 c. Third, an aggregate amount of twenty thousand one hundred
15 twenty-five U.S. dollars and no cents (\$20,125.00) shall be
16 allocated to the individual amounts to be offered to Aggrieved
17 Employees to settle their individual claims, as set out in
18 Paragraphs 19 and 46 (the "Individual Settlement Payments").
19 Any Individual Settlement Payments not claimed by Aggrieved
20 Employees shall revert to Skorprios.
21 d. Fourth, to the "Net Settlement Value" or "NSV." The Net
22 Settlement Value or NSV shall be defined as the GSV less the
23 items described in Paragraphs 31(a) through 31(c) above.

24 32. The Settling Parties will allocate thirty-five percent (35%) of the Net
25 Settlement Value to be paid directly to the Aggrieved Employees, divided equally
26 among the Aggrieved Employees (the "PAGA Settlement Payments").

27 33. The Individual Settlement Payments will be calculated as follows:
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- 1 a. For Aggrieved Employees as set out in Paragraph 11(b), the
2 Individual Settlement Payment will be one hundred U.S. dollars
3 and no cents (\$100.00).
4 b. For Aggrieved Employees as set out in Paragraph 11(a), the
5 Individual Settlement Payment will be the number that results
6 from taking the total amount allocated by Paragraph 31(c), less
7 all payments pursuant to Paragraph 33(a), multiplied by the
8 percentage of potential penalties under Labor Code § 203 due to
9 each Aggrieved Employee relative to the total amount of Labor
10 Code § 203 penalties allegedly due to all Aggrieved Employees
11 under Paragraph 11(a).

12 34. Payments from the GSV shall be only pursuant to the terms of this
13 Agreement and only after the Effective Date.

14 35. For the purpose of calculating applicable taxes:

- 15 a. One hundred percent (100%) of each PAGA Settlement
16 Payment shall be treated as penalties and allocated to ordinary
17 income, payable on a Form 1099.
18 b. One hundred percent (100%) of each Enhancement Award shall
19 be allocated to ordinary income, payable on a Form 1099.
20 c. One hundred percent (100%) of each Individual Settlement
21 Payment shall be treated as penalties and allocated to ordinary
22 income, payable on a Form 1099.
23 d. Each Aggrieved Employee (including Gill and Fischer) shall be
24 individually responsible for his or her share of taxes attributable
25 to receipt of his or her Settlement Payment.
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1 **X. CALCULATION OF DISTRIBUTION OT THE AGGRIEVED**
2 **EMPLOYEES**

3 36. As soon as practicable after receiving the spreadsheet referenced in
4 Paragraph 17, the Aggrieved Employees' Counsel shall perform all calculations
5 required to ascertain the PAGA Settlement Payments and Individual Settlement
6 Payments.

7 37. The information contained in the Spreadsheet shall be based on
8 Defendant's records and shall be presumed to be correct.

9 38. In the event the Court denies approval of this Settlement because of
10 this allocation method, the Settling Parties agree that they shall resolve any such
11 problem by revising the allocation method, and not by increasing the GSV or
12 limiting the releases in Section XII of this Agreement.

13 **XI. PROCESS FOR DISTRIBUTION OF THE SETTLEMENT**

14 39. Not later than ten (10) court days after the Date of Settlement
15 Approval, but not before the Date of Settlement Approval, Skorprios shall transfer
16 the GSV, less the aggregate amount of the Individual Settlement Payments, to
17 Aggrieved Employees' Counsel. Aggrieved Employees' Counsel shall hold said
18 funds in their trust account until the Effective Date, after which it will be disbursed
19 pursuant to this Settlement. Should an appeal be filed prior to the Effective Date,
20 Aggrieved Employees Counsel shall continue to hold the funds until jointly agreed
21 otherwise by the Settling Parties or instructed by the Court.

22 40. Not later than ten (10) court days after the Effective Date, but only
23 after the Effective Date, the Aggrieved Employees' Counsel shall: mail, via first-
24 class mail, the Settlement Packets to all the Aggrieved Employees and transfer the
25 appropriate monies identified in Paragraph 26 to the LWDA.

26 41. After the Aggrieved Employees' Counsel mails out the Settlement
27 Packets, the Aggrieved Employees shall have one hundred and twenty (120)
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1 calendar days to cash the check that was mailed to them and to return the signed
2 Individual Settlement Agreement. After one hundred and twenty (120) calendar
3 days from the date of mailing, the checks shall become null and void (the “Check
4 Cashing Deadline”), any monies remaining in the NSV shall be distributed to the
5 State of California Unclaimed Wages Fund, and the Individual Settlement
6 Agreements will expire. As Aggrieved Employees return signed Individual
7 Settlement Agreements to Aggrieved Employees’ Counsel, the latter shall send the
8 signed agreements to Skorprios and Skorprios shall have thirty (30) calendar days
9 from its receipt of the same to send Individual Settlement Checks to Aggrieved
10 Employees’ Counsel.

11 **XII. RELEASES**

12 42. In exchange for the consideration, undertakings, and covenants agreed
13 to by Skorprios in this Agreement, and to the fullest extent permitted by applicable
14 law, the Named Plaintiffs, on behalf of themselves, and the Aggrieved Employees,
15 and the State of California, hereby release, discharge, and covenant not to sue
16 Skorprios, and all of its respective past and present employees, directors, officers,
17 attorneys, representatives, insurers, agents, parents, subsidiaries, affiliates, related
18 companies, predecessors, successors, lessees, and assigns, and any entity that could
19 be jointly liable with any of these (individually and collectively “Skorprios
20 Releasees”) from and with respect to all actions, causes of action, suits, liabilities,
21 claims, and demands whatsoever, and each of them, whether known or unknown,
22 from the beginning of the Release Period to the date this Court’s Approval Order
23 and Judgment is entered, inclusive, which the Named Plaintiffs, the Aggrieved
24 Employees, and the State of California have, had, or hereafter may claim to have,
25 against Skorprios Releasees, or any of them, under the California Labor Code
26 Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*, which are
27 set forth in the PAGA Notice and/or the Action or could have been raised in the
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1 PAGA Notice and/or the Action based upon the facts set forth therein, including all
2 PAGA claims predicated on alleged violations of Labor Code §§ 201, 202, 203, and
3 227.3, as well as corresponding Sections of Wage Order 5 of the Industrial Welfare
4 Commission.

5 43. **Waiver of California Civil Code Section 1542.** To the extent Civil
6 Code Section 1542 is applicable (and the Settling Parties agree that it should not be
7 applicable, as Paragraphs 42 and 46 do not contain a general release), the Named
8 Plaintiffs, on behalf of themselves, the Aggrieved Employees, and the State of
9 California, hereby waive the protections of that section, or any similar provisions
10 under state, federal, or local law. The intent of this paragraph is not to extend the
11 released claims beyond those set out in Paragraphs 42 or 46, but rather to ensure
12 that the releases in Paragraphs 42 and 46 are effective, notwithstanding any
13 allegation that the Plaintiff Gill, Plaintiff Fischer, any Aggrieved Employee, or the
14 State of California later discovered information that was not available to them at the
15 time of this settlement. California Civil Code Section 1542 provides as follows:

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

22 44. Aggrieved Employees’ Counsel and the Named Plaintiffs represent
23 and warrant that—aside from this Action and the Complaints—it and they have not
24 filed any complaints, charges, lawsuits, or other legal actions with any court or
25 government agency relating to any claims being released in Paragraphs 42 and 43
26 of this Agreement. Aggrieved Employees’ Counsel and the Named Plaintiffs
27
28

1 further represent and warrant that it and they have not heretofore assigned or
2 transferred to any person not a party to this Agreement any released matter.

3 45. The Named Plaintiffs, on behalf of themselves and their respective
4 heirs, family members, executors and assigns, but not on behalf of the Aggrieved
5 Employees, hereby fully and forever releases The Skorpios Releasees, from, and
6 agree not to sue concerning, or in any manner to institute, prosecute or pursue, or
7 cause to be instituted, prosecuted, or pursued, any claim, duty, charge, obligation or
8 cause of action relating to any matters of any kind, whether presently known or
9 unknown, suspected or unsuspected, that she may possess against any of The
10 Skorpios Releasees arising from any omissions, acts or facts that have occurred up
11 until and including the date that they sign this Agreement (collectively, the
12 “Claims”), including without limitation: (a) any and all Claims that were alleged,
13 are alleged, or could have been alleged in the Action and/or the PAGA Notice; (b)
14 any and all Claims relating to or arising from their employment relationship with
15 Skorpios; (c) any and all Claims for wrongful discharge of employment;
16 termination in violation of public policy; discrimination; harassment; retaliation;
17 breach of contract, both express and implied; breach of a covenant of good faith and
18 fair dealing, both express and implied; promissory estoppel; negligent or intentional
19 infliction of emotional distress; fraud; negligent or intentional misrepresentation;
20 (d) any and all Claims for violation of any federal, state or municipal statute,
21 regulation, ordinance, constitution or common law, including, but not limited to,
22 Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the
23 Americans with Disabilities Act of 1990; the Fair Credit Reporting Act; the Fair
24 Labor Standards Act; the Employee Retirement Income Security Act of 1974; the
25 Sarbanes-Oxley Act; California Fair Employment and Housing Act; the California
26 Family Rights Act; California wage and hour law; the California Unfair
27 Competition Law; the California Labor Code; the California Government Code; the
28

1 California Business & Professions Code; or any other California law, ordinance, or
2 regulation and all amendments to each such statute and regulation; and (e) any and
3 all Claims for penalties, attorneys' fees, costs, and/or penalties. *Notwithstanding*
4 *the foregoing*, the Claims released pursuant to this Paragraph 45 do not include any
5 Claim that cannot be released as a matter of applicable law, any Claims arising
6 under this Agreement or arising after the date of this Agreement, or any claims
7 under the Age Discrimination and Employment Act. Named Plaintiffs further agree
8 that the waiver of Section 1542 in Paragraph 43 applies to all Claims released in
9 this Paragraph 45, without limitation as this Paragraph 45 does constitute a general
10 release.

11 46. In exchange for receipt of an Individual Settlement Payment, as
12 defined in this Agreement, and to the fullest extent permitted by applicable law,
13 Aggrieved Employees who timely sign and return Exhibit A hereto hereby release,
14 discharge, and covenant not to sue Skorprios, and all of its respective past and
15 present employees, directors, officers, attorneys, representatives, insurers, agents,
16 parents, subsidiaries, affiliates, related companies, predecessors, successors,
17 lessees, and assigns, and any entity that could be jointly liable with any of these
18 (individually and collectively "Skorprios Releasees") from and with respect to all
19 actions, causes of action, suits, liabilities, claims, and demands whatsoever, and
20 each of them, whether known or unknown, from the beginning of the Release
21 Period to the date this Court's Approval Order and Judgment is entered, inclusive,
22 which said individual has, had, or hereafter may claim to have, against Skorprios
23 Releasees, or any of them, under California Labor Code §§ 201, 202, 203, and
24 227.3, as well as corresponding Sections of Wage Order 5 of the Industrial Welfare
25 Commission, or which could have been raised in the PAGA Notice and/or the
26 Action based upon the facts set forth therein. Said individuals further agree that the
27
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1 waiver of Section 1542 in Paragraph 43 applies to all Claims released in this
2 Paragraph 46.

3 4 **XIII. ADDITIONAL TERMS AND CONDITIONS**

5 47. Settlement Fair and Reasonable: Aggrieved Employees' Counsel has
6 considerable experience in litigating and settling wage-and-hour representative
7 actions of this type, and is sufficiently familiar with the facts of this case and the
8 applicable laws and regulations to make an informed judgment as to the fairness of
9 this Settlement. In light of this experience, and for reasons that will be more fully
10 explained in the Motion for Approval of the Settlement, Aggrieved Employees'
11 Counsel and the Named Plaintiffs believe that the settlement terms herein are fair
12 and reasonable with regard to the interests of the Aggrieved Employees.

13 48. Settlement the Result of Arm's-Length Bargaining: The terms of the
14 Settlement of this Action resulted from more than a year and a half of litigation and
15 more than ten months of arm's-length negotiations.

16 49. Notices: Except for the Settlement Notices to Aggrieved Employees
17 and other communications specifically required by this Agreement to be made to
18 and by the Claims Administrator, all notices, requests, demands and other
19 communications related to or in connection with this Agreement shall be in writing,
20 and shall be provided by appropriate method depending on the urgency (e.g.,
21 personal delivery, facsimile, overnight delivery, or first-class U.S. mail) to:

22 **TO AGGRIEVED EMPLOYEES:**

23 Charles P. Boylston, Esq.
24 The Law Offices of Charles P.
25 Boylston, APC
26 41955 Fourth Street, Suite 300
27 Temecula, CA 92590
28 Telephone: 909-825-9276
Facsimile: (909) 825-9369

TO SKORPIOS TECHNOLOGIES, INC.:

Adam P. KohSweeney
O'MELVENY & MYERS LLP
Two Embarcadero Center 28th Floor
San Francisco, CA 94111
Telephone: 415-984-8700
Facsimile: 415-984-8701

1 50. No Admission of Liability: Nothing herein shall constitute any
2 admission by Skorprios of wrongdoing or liability or of the truth of any factual
3 allegations in this Action. Nothing herein shall constitute an admission by Skorprios
4 that this Action was properly brought as a representative action other than for
5 settlement purposes. To the contrary, Skorprios has denied and continues to deny
6 each and every material factual, procedural, and/or legal allegation and alleged
7 claim asserted in this Action. To this end, the settlement of this Action, the
8 negotiation and execution of this Agreement, and all acts performed or documents
9 executed pursuant to or in furtherance of this Agreement or the Settlement are not,
10 shall not be deemed to be, and may not be used as an admission or evidence of any
11 wrongdoing or liability on the part of Skorprios, or of the truth of any of the factual
12 allegations in this Action; and are not, shall not be deemed to be, and may not be
13 used as, an admission or evidence of any fault or omission on the part of Skorprios
14 in any civil, criminal or administrative proceeding in any court, administrative
15 agency or other tribunal.

16 51. Modification by Writing Only: This Agreement, and its terms and
17 Exhibits, may be modified only in a writing signed by all counsel of record for the
18 parties, and will not become effective unless and until approved by the Court or
19 otherwise as ordered by the Court.

20 52. Representations:

- 21 a. The Named Plaintiffs and the Aggrieved Employees' Counsel
22 represent that they are presently unaware of any other lawsuit or
23 administrative proceeding which alleges any of the claims
24 asserted in this Action that is not already identified in this
25 Agreement.
26 b. The Named Plaintiffs, on behalf of themselves and the
27 Aggrieved Employees, has expressly authorized Aggrieved
28

1 Employees' Counsel to take all appropriate action required or
2 permitted to be taken pursuant to this Agreement to effectuate
3 its terms.

4 c. Each attorney executing this Agreement or any of its exhibits on
5 behalf of any party hereto hereby warrants that full authority to
6 do so has been given by his/her client(s).

7 d. Skorpios, Aggrieved Employees Counsel, and the Named
8 Plaintiffs waive their right to file an appeal, writ, or any
9 challenge whatsoever to the terms of this Agreement.

10 53. Further Cooperation. The Settling Parties and their respective counsel
11 of record shall proceed diligently to prepare and execute all documents, to seek the
12 necessary Court approvals, and to do all other things reasonably necessary to
13 conclude this Settlement.

14 54. Construction and Integration. This Agreement, including its exhibits,
15 constitutes the entire agreement and understanding between the Settling Parties, and
16 supersedes any previous agreements or understandings between the Settling Parties.
17 No representations, warranties or inducements have been made to any party
18 concerning the subject matter of this Agreement and/or exhibits other than the
19 representations, warranties and covenants contained in such documents. This
20 Agreement and related exhibits shall be construed each as a whole, and with
21 reference to one another, according to their fair meaning and intent. Each of the
22 Settling Parties represent that its/their counsel has participated and cooperated in
23 the drafting and preparation of this Agreement and related exhibits; hence, in any
24 construction to be made of this Agreement and/or exhibits, the same shall not be
25 construed against any party on the basis that said party was the drafter.

26 55. Governing Law: This Agreement and the exhibits hereto shall be
27 deemed to have been negotiated, executed and delivered, and to be wholly
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1 performed, in the State of California. The rights and obligations of the parties
2 under the Agreement shall be construed and enforced in accordance with, and be
3 governed by, the substantive and procedural laws of the State of California without
4 regard to California's choice of law principles.

5 56. Counterparts: This Agreement may be executed in one or more faxed
6 counterparts, which may be filed with the Court. All executed counterparts, and
7 each of them, shall be deemed to be one and the same instrument. Once available, a
8 complete set of executed counterparts shall be filed with the Court. Copies of the
9 complete set of executed counterparts may be used for all purposes in lieu of the
10 originals, and shall have the same force and effect as the originals.

11 57. Attorneys' Fees, Costs and Expenses: Except as otherwise specifically
12 provided for herein, each party shall bear his/her/its own attorneys' fees, costs and
13 expenses, taxable or otherwise, incurred by them in or arising out of this Action,
14 and shall not seek reimbursement thereof from any other party to this Agreement.

15 58. California Code of Civil Procedure Section 384 Does Not Apply: The
16 Settling Parties agree that, since this is not a class action, California Code of Civil
17 Procedure § 384 does not apply to this Agreement.

18 59. Calculation of Time: To resolve ambiguity, any reference to a span of
19 "days" in this Agreement should be interpreted as a reference to calendar days
20 unless stated to the contrary. To the extent that a given span of days ends on a
21 national holiday, or weekend, the calculation should be deemed as ending on the
22 next business day, e.g., a calculation that ends on a Saturday will carry forward to
23 the following Monday.

24 60. Publicity: The Named Plaintiffs and Aggrieved Employees' Counsel
25 (including, without limitation, all counsel signatory hereto) agree that they will not
26 publicize or announce this Settlement in press releases, marketing materials, or on
27 the internet until after the Effective Date, unless required by the Court. After the
28

Effective Date, Named Plaintiffs and Aggrieved Employees' Counsel agree that references to this Settlement on their websites, the internet or in other public communications will not identify the claims asserted (except that reference to the matter as a "PAGA representative action" is not prohibited) or Skorprios as the defendant, unless the case is being cited and/or mentioned in a filing with any state or federal court in connection with Aggrieved Employees' Counsel seeking to obtain approval from the court as appointment as class counsel or counsel for aggrieved employees in a PAGA action, or in connection with a fee request.

Notwithstanding this Paragraph 60, the Settling Parties agree that the following may be stated in response to inquiries into this dispute and such statement shall not be considered a breach of this Agreement: "The matter has been resolved."

61. Continuing Jurisdiction: Except as otherwise specifically provided herein, the Superior Court of the State of California for the County of Riverside shall retain jurisdiction to construe, interpret and enforce this Agreement and the Settlement, to supervise all notices, the administration of the Settlement and this Agreement, and the distribution of the settlement funds, and to hear and adjudicate any dispute arising from or related to the Settlement and/or this Agreement.

IN WITNESS WHEREOF, the undersigned Settling Parties and their duly-authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

UNDERSTOOD AND AGREED:

Skorprios Technologies, Inc.

Dated: 4/21/2025 | 1:52:26 PM PDT, 2025

By: Stephen Krasulick

Its: GEO

1
2 **UNDERSTOOD AND AGREED:**

3 , an individual

4 **Mark Gill**

5 Dated: 04 / 21 / 2025, 2025

6
7
8 **UNDERSTOOD AND AGREED:**

9 _____, an individual

10 **Denise Fischer**

11 Dated: _____, 2025

12
13 **APPROVED AS TO CONTENT AND FORM:**

14 _____
15 Charles P. Boylston, attorney for Plaintiff, the State of California, and the Aggrieved
16 Employees

17 Dated: _____, 2025

18
19 _____
20 Adam P. KohSweeney, attorney for Defendant

21 Dated: _____, 2025

1
2 **UNDERSTOOD AND AGREED:**

3 _____, an individual
4 **Mark Gill**

5 Dated: _____, 2025
6
7

8 **UNDERSTOOD AND AGREED:**

9 Denise Fischer, an individual
10 **Denise Fischer**

11 Dated: 04 / 21 / 2025, 2025
12

13 **APPROVED AS TO CONTENT AND FORM:**

14 _____
15 Charles P. Boylston, attorney for Plaintiff, the State of California, and the Aggrieved
16 Employees

17 Dated: _____, 2025
18

19 _____
20 Adam P. KohSweeney, attorney for Defendant

21 Dated: _____, 2025
22
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1
2 **UNDERSTOOD AND AGREED:**

3 _____, an individual
4 **Mark Gill**

5 Dated: _____, 2025
6
7

8 **UNDERSTOOD AND AGREED:**

9 _____, an individual
10 **Denise Fischer**

11 Dated: _____, 2025
12

13 **APPROVED AS TO CONTENT AND FORM:**

14 
15 _____
16 Charles P. Boylston, attorney for Plaintiff, the State of California, and the Aggrieved
Employees

17 04 / 21 / 2025
Dated: _____, 2025
18

19 _____
20 Adam P. KohSweeney, attorney for Defendant

21 Dated: _____, 2025
22
23
24
25
26
27
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UNDERSTOOD AND AGREED:

_____, an individual

Mark Gill

Dated: _____, 2025

UNDERSTOOD AND AGREED:

_____, an individual

Denise Fischer

Dated: _____, 2025

APPROVED AS TO CONTENT AND FORM:

Charles P. Boylston, attorney for Plaintiff, the State of California, and the Aggrieved Employees

Dated: _____, 2025


Adam P. KohSweeney, attorney for Defendant

Dated: 21 April, 2025

EXHIBIT A

INDIVIDUAL SETTLEMENT AND RELEASE AGREEMENT

[NAME] (“Employee”) and Skorprios Technologies, Inc. (“Skorprios”) agree as follows:

1. The parties agree that whether Employee is owed any wages stemming from the September 2023 furlough while working for Skorprios is in dispute. Also in dispute are any overtime payments, penalties, interest, and the like that Employee may be owed as a result of any inaccurate wage statements. (These disputes are collectively referenced in this Agreement as the “Dispute.”) Through this Agreement, the parties wish to fully and finally resolve the Dispute.

2. **Employee acknowledges that Skorprios has informed Employee that there is a pending proposed class action lawsuit, *Gill v. Skorprios Technologies, Inc.*, Case No. 5:24-cv-01868-SSS-DTB (C.D. Cal. filed July 5, 2024) (the “Lawsuit”), which addresses the parties’ Dispute. Employee acknowledges that Skorprios has informed Employee that he/she may recover more (or less) money through the Lawsuit than provided for through this Agreement and Employee voluntarily waives, through this Agreement, any right to participate as a class member or otherwise as a party in the Lawsuit. Employee acknowledges that he/she has been advised, and given sufficient opportunity, to seek the advice of an attorney before entering into this Agreement.**

3. In exchange for Skorprios paying Employee the sum of [\$XXX.XX], Employee releases and promises not to sue Skorprios, and all of its respective past and present employees, directors, officers, attorneys, representatives, insurers, agents, parents, subsidiaries, affiliates, related companies, predecessors, successors, lessees, and assigns, and any entity that could be jointly liable with any of these (individually and collectively “Skorprios Releasees”) from and with respect to all actions, causes of action, suits, liabilities, claims, and demands whatsoever, and each of them, whether known or unknown, from the beginning of the Release Period to the date this Court’s Approval Order and Judgment is entered, inclusive, which said individual has, had, or hereafter may claim to have, against Skorprios Releasees, or any of them, under California Labor Code §§ 201, 202, 203, and 227.3, as well as corresponding Sections of Wage Order 5 of the Industrial Welfare Commission, or which could have been raised in the PAGA Notice and/or the Action based upon the facts set forth therein. Employee agrees and acknowledges that this Agreement and the payment described above fully and completely satisfies any such Claims.

4. It is Employee and Skorprios’s intention in entering into this Agreement that it should be effective as a bar to all Claims arising out of or related in any manner to the Dispute and/or all subject matters set forth in Paragraph 3 above, even claims that are currently unknown or unsuspected by Employee, before the date of this Agreement. In furtherance of this intention, Employee hereby expressly waives any and all rights and benefits conferred upon Employee by the provisions of SECTION 1542 OF THE CALIFORNIA CIVIL CODE, which are stated below, and expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims, if any. SECTION 1542 provides: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

5. This Agreement is not an admission by Skorprios of any violation of any law or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement will be admissible in any proceeding as evidence of liability or wrongdoing by Skorprios.

6. If any part(s) of this Agreement or its application is found to be invalid, the invalid part(s) shall not affect the remainder of the Agreement, which can be given effect without the invalid part(s). In other words, this Agreement is severable. This Agreement is also an integrated Agreement and is the entire Agreement of the parties. It supersedes all prior negotiations and all agreements, whether written or oral, on the topics addressed in this Agreement. This Agreement may be changed only by a writing signed by both parties.

7. No waiver of any breach of any term or provision of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

8. This Agreement shall be governed the laws of the State of California and without regard to conflicts of laws doctrines.

9. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. Photographic and/or facsimile copies of such signed counterparts may be used in lieu of the originals for any purpose.

10. Employee acknowledges that he/she has been provided seven (7) calendar days within which to consider this Agreement and that his/her decision to sign or not sign this Agreement is completely voluntary and will not affect his/her future job status in any manner.

11. Employee acknowledges that he/she may seek legal counsel of his/her choosing and has had sufficient time to do so.

The parties have read and understand the consequences of this Agreement and voluntarily sign it.

EXECUTED this _____ day of _____ 2025, at _____
County, _____.

EMPLOYEE

Employee

EXECUTED this _____ day of _____ 2025, at _____
County, _____.

By: _____

Title: _____

EXHIBIT B

[AGGRIEVED EMPLOYEES' COUNSEL LETTERHEAD]

Mailing Date

NOTICE OF SETTLEMENT

Re: Gill v. Skorprios Technologies, Inc., Case No. 35:24-cv-01868-SSS-DTB, filed on July 5, 2024
(the "Lawsuit")

Charles P. Boylston
The Law Offices of Charles P. Boylston, APC
41955 Fourth Street, Suite 300
Temecula, CA 92590

Telephone: (909) 825-9276
Facsimile: (909) 825-9369

You have received the enclosed check in connection with the Settlement of the above-referenced lawsuit brought by Mark Gill ("Plaintiff") and Denise Fischer ("Plaintiff") against Skorprios Technologies, Inc. ("Skorprios") ("Defendant") for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 *et seq.* ("PAGA").

Plaintiffs claimed they and other Skorprios employees, anytime from September 2023 through [DATE] were subjected to various Labor Code violations for which they sought penalties under PAGA.

Defendants deny all allegations and liability. Skorprios and Plaintiff, to avoid further time and expense of protracted and uncertain litigation, have agreed to settle the Lawsuit. The Settlement, approved by the Court on [DATE], resolves the alleged PAGA claims brought on behalf of all current and former aggrieved employees of Skorprios in California between September 2023 and [DATE] who worked during one or more pay periods ("Aggrieved Employees").

Pursuant to the Court's order, a Settlement of this Lawsuit was approved. Upon the date of entry of that order approving this Settlement, and Skorprios's payment of all funds due under this Settlement, the California Labor and Workforce Development Agency (the "LWDA"), and all individuals covered by this Settlement, including you, will fully release and forever discharge the Defendants (and other releasees described in the Settlement) from any and all PAGA Released Claims, from September 2023 to [DATE], defined as any and all claims and causes of action for penalties recoverable under PAGA whether known or unknown, that were pleaded in Plaintiff's operative complaint or that could have been pleaded on the facts as alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA, including, but not limited to, claims under PAGA, Labor Code sections 201, 203, 227.3, 1192, 1194, and 2633 *et seq.*, and any resulting claim for attorney's fees and costs.

The enclosed check represents your Settlement Share for the PAGA settlement as an allegedly Aggrieved Employee during the period from September 2023 through [DATE] (the "PAGA Period"). An IRS 1099 form is enclosed. You will be solely responsible for paying federal, state, or local taxes, if any, on the amount of your check.

Regardless of whether you cash or deposit the enclosed check, by way of this Settlement and the corresponding final order, for the PAGA Period, each settlement individual covered by this Settlement shall fully release Defendants, and all other released parties under the Settlement, for all claims for civil penalties under PAGA as alleged in the LWDA letter and Plaintiff's operative complaint filed in the Lawsuit, as well as claims reasonably

could have been asserted under PAGA based upon the facts alleged in the LWDA letter and Plaintiff's operative complaint filed in the Lawsuit.

Your enclosed check is valid for 180 days from the date of its issuance. **It is strongly recommended that you cash or deposit this check immediately.** After that date, you cannot cash the check and it will be null and void and the amount forwarded to the State of California Controller's Office Unclaimed Property Division for further handling. **Even if you fail to cash the enclosed check, you will still be deemed to have waived all claims arising from the Lawsuit, including all claims set forth in the release of claims described above.**

If the check is lost or misplaced, please contact me immediately, [(909) 825-9276 or cboyston@boylstonlaw.com] to have it reissued. If you have any questions about your check, please contact me.

Please note that, in addition to the enclosed check, you are eligible for an additional payment of **[SXXX.xx]** for releasing your individual claims, if and only if you sign and return the enclosed Individual Settlement and Release Agreement.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE