

1 RUTAN & TUCKER, LLP
Edson K. McClellan (State Bar No. 199541)
2 emcclellan@rutan.com
Kimberly A. Nayagam (State Bar No. 301058)
3 knayagam@rutan.com
18575 Jamboree Road, 9th Floor
4 Irvine, CA 92612
Telephone: 714-641-5100
5 Facsimile: 714-546-9035

6 Attorneys for Defendant
Cambro Manufacturing Company

7 JUSTICE FOR WORKERS, P.C.
8 William C. Sung (State Bar No. 280792)
william@justiceforworkers.com
9 Tiffany L. Luu (State Bar No. 335127)
tluu@justiceforworkers.com
10 3600 Wilshire Boulevard, Suite 1815
Los Angeles, CA 90010
11 Telephone: 323-922-2000
Facsimile: 323-922-2000

12 PROTECTION LAW GROUP, LLP
13 Ryan T. Chuman (State Bar No. 300695)
ryanc@protectionlawgroup.com
14 Arnel O. Tan (State Bar No. 272428)
arnel@protectionlawgroup.com
15 Joseph Marshall (State Bar No. 354066)
joe@protectionlawgroup.com
16 149 Sheldon Street
El Segundo, CA 90245
17 Telephone: 424-290-3095
Facsimile: 866-264-7800

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

20 HAI T. LUU, an individual and on behalf of all
21 others similarly situated,

22 Plaintiff,

23 vs.

24 CAMBRO MANUFACTURING COMPANY,
a California corporation; and DOES 1 through
25 50,

26 Defendants.

27 AND CONSOLIDATED ACTIONS.
28

Case No. 30-2024-01389852-CU-OE-CXC
(Lead Action) Consolidated with
Case No. 30-2024-01399086-CU-OE-CXC

Judge: Hon. Randall J. Sherman
Dept: CX105

**STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Date Action Filed: March 26, 2024
Trial Date: None set

1 This PAGA Action Settlement Agreement And Stipulation (the “**Agreement**”,
2 “**Settlement**”, or “**Settlement Agreement**”) is entered into to resolve the following actions:
3 (1) *Hai Luu v. Cambro Manufacturing Company*, Orange County Superior Court Case No. 30-
4 2024-01389852-CU-OE-CXC (the “**Luu Action**”); and (2) *Ana Cerda v. Cambro Manufacturing*
5 *Company*, Orange County Superior Court Case No. 30-2024-01399086-CU-OE-CXC (the “**Cerda**
6 **Action**”). On November 8, 2024, the Luu Action and the Cerda Action were consolidated for all
7 purposes. This Agreement is entered into between Plaintiff Hai Luu (“**Luu**”) and Plaintiff Ana
8 Cerda (“**Cerda**”) and Defendant Cambro Manufacturing Company (“**Defendant**”) (collectively
9 referred to as the “**Parties**”).

10 **DEFINITIONS**

- 11 1. “**Actions**” means the Luu Action and the Cerda Action, collectively.
- 12 2. “**Aggrieved Employees**” means all non-exempt employees who worked for
13 Defendant in California and who received at least one wage statement during the PAGA Period.
- 14 3. The terms “**Agreement**,” “**Settlement**,” and “**Settlement Agreement**” mean this
15 Stipulation and Agreement for Settlement of the Actions, which the Parties acknowledge sets forth
16 all material terms and conditions of the Settlement between them, and which is subject to Court
17 approval pursuant to Section 2699(1) of the California Labor Code Private Attorneys General Act
18 of 2004, Labor Code §§ 2698, *et seq.*
- 19 4. “**Court**” means the California Superior Court, County of Orange.
- 20 5. “**Defendant**” means Cambro Manufacturing Company.
- 21 6. “**Effective Date**” of this Agreement shall be the later of: (i) the 61st day after service
22 of notice of entry of the Final Order and Judgment, if no appeal, review, or writ has been filed; or
23 (ii) if an appeal, review, or writ is sought from the Final Order and Judgment, the day after the Final
24 Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Final
25 Order and Judgment are no longer subject to further judicial review. The Effective Date is
26 conditioned upon all of the following occurring: (a) this Agreement has been signed by the Parties
27 and PAGA Counsel; and (b) the Court has entered the Final Order and Judgment.
- 28 7. “**Final Order and Judgment**” means the proposed order granting approval of the

1 Settlement and entering Judgment, in the form substantially similar to that attached to this
2 Agreement as Exhibit “B.”

3 8. **“Gross Settlement Amount”** means a maximum total of \$750,000.00, which
4 includes all payments owing as a result of this Agreement and includes: the Net Settlement Fund;
5 Representative Plaintiff Enhancement Awards; Settlement Administration Costs; and PAGA
6 Counsel Attorneys’ Fees and Costs as awarded by the Court.

7 9. **“LWDA Payment”** means a payment to the California Labor Workforce and
8 Development Agency in an amount equal to 75% of the Net Settlement Fund.

9 10. **“Net Settlement Fund”** is the Gross Settlement Amount less all of the following:
10 PAGA Counsel’s Attorneys’ Fees and Costs, Representative Plaintiffs’ Enhancement Awards, and
11 Settlement Administration Costs.

12 11. **“PAGA Aggrieved Employee Payment”** means a payment of 25% of the Net
13 Settlement Fund, which the Parties have agreed to pay the Aggrieved Employees out of the Gross
14 Settlement Amount in connection with the settlement of the PAGA Claim.

15 12. **“PAGA Claim”** means the claim under the California Labor Code Private Attorneys
16 General Act of 2004 (Cal. Lab. Code sections 2698 *et seq.*, **“PAGA”**) alleged in the Actions.

17 13. **“PAGA Counsel”** means Justice for Workers, P.C. and Protection Law Group, LLP.

18 14. **“PAGA Period”** means April 7, 2023 through the date the Court grants approval of
19 the Settlement.

20 15. **“Released Claims”** means all PAGA claims, known or unknown, contingent or
21 accrued, that have been, were, or could have been asserted against Defendant and/or its respective
22 current and former parents, predecessors or successors, holding companies, affiliated companies or
23 entities, owners, shareholders, members, partners, officers, directors, managers, employees, and
24 agents (the **“Released Parties”**) based on the facts alleged in PAGA letters of the Representative
25 Plaintiffs and/or the complaints filed in the Actions. Without limiting the foregoing, and in addition
26 to the foregoing, the Released Claims include claims under California Labor Code Section 2698 *et*
27 *seq.* based on factual allegations regarding: failure to pay all wages owed (including but not limited
28 to claims for off-the-clock work); failure to pay regular wages; failure to pay overtime wages; failure

1 to pay minimum wages; failure to properly calculate the regular rate of pay; failure to provide and
2 maintain complete and accurate itemized wage statements that included all information required by
3 the California Labor Code; failure to provide meal periods and rest breaks or additional pay in lieu
4 thereof at the regular rate of pay; failure to reimburse business expenses; failure to timely pay wages
5 during employment and at the time of termination; failure to pay accrued vacation; failure to
6 properly calculate and pay sick time; failure to comply with the applicable Wage Orders' regulations
7 on temperature in indoor workplaces; failure to maintain accurate records; implementing an
8 unlawful rounding policy; failure to pay reporting time wages; violations of California Labor Code
9 §§ 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 227.3, 245-248.6,
10 256, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5,
11 1199, 2800, 2802, 6720; violations of the applicable California Wage Orders; and violations of the
12 applicable California Code of Regulations, including but not limited to Cal. Code Regs., tit. 8, §§
13 3203, 11010.

14 16. **“Representative Plaintiffs”** means Plaintiffs Hai Luu and Ana Cerda.

15 17. **“Settlement Administrator”** shall mean ILYM Group, Inc., a neutral third-party
16 administrator chosen by the Parties, subject to approval by the Court.

17 RECITALS

18 18. On March 26, 2024, Luu sent a PAGA Notice to the Labor & Workforce
19 Development Agency (“LWDA”). On March 26, 2024, Luu filed a wage-and-hour class action
20 Complaint in the Superior Court of the State of California, County of Orange in a case styled *Hai*
21 *Luu v. Cambro Manufacturing Company*, Case No. 30-2024-01389852-CU-OE-CXC. On June 11,
22 2024, Luu filed a First Amended Complaint adding a PAGA claim to the Luu Action. On October
23 23, 2024, Luu’s counsel filed a declaration seeking to dismiss the class allegations – leaving only a
24 single claim under PAGA. On November 1, 2024, the Court dismissed the class allegations –
25 leaving only Luu’s PAGA claim.

26 19. On May 10, 2024, Cerda sent a PAGA Notice to the LWDA. On May 10, 2024,
27 Cerda filed a wage-and-hour class action Complaint in the Superior Court of the State of California,
28 County of Orange in a case styled *Ana Cerda v. Cambro Manufacturing Company*, Case No. 30-

1 2024-01399086-CU-OE-CXC. On July 30, 2024, Cerda filed a First Amended Complaint adding a
2 PAGA claim to the Cerda Action. On October 25, 2024, Cerda's counsel filed a request for
3 dismissal of the class allegations – leaving only a single claim under PAGA. On December 10,
4 2024, the Court dismissed the class allegations – leaving only Cerda's PAGA claim.

5 20. On August 6, 2024, the Court in the Cerda Action deemed the Cerda Action related
6 to the Luu Action, and transferred the Cerda Action to Judge Randall J. Sherman's docket, the judge
7 assigned to the Luu Action.

8 21. On November 8, 2024, the Parties filed a joint stipulation requesting that the Luu
9 Action and Cerda Action be consolidated for settlement purposes. On November 8, 2024, the Luu
10 Action and Cerda Action were consolidated for purposes of settlement.

11 22. The Actions assert PAGA claims, and seek an award of reasonable attorneys' fees
12 and costs.

13 23. The Parties have conducted a thorough investigation into the facts of the Actions.
14 This included exchanging extensive data and information as well as documents relating to the
15 underlying alleged violations. In addition, the Parties attended a full day mediation with mediator
16 Tagore Subramaniam on September 16, 2024.

17 24. The Parties believe that the Settlement is fair, reasonable, and adequate. The Parties
18 understand, acknowledge, and agree that this Settlement Agreement constitutes a compromise of
19 Representative Plaintiffs', the State of California's, and the Aggrieved Employees' PAGA Claims,
20 and that it is the desire and intention of the Parties to effect a final and complete resolution of the
21 PAGA claims that the Representative Plaintiffs, the State of California, and the Aggrieved
22 Employees may have against Defendant.

23 25. The Parties enter into this Settlement Agreement on a conditional basis. In the event
24 the Court does not enter a Final Order and Judgment as defined in this Settlement Agreement, this
25 Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect
26 whatsoever, and will not be referred to or utilized for any purpose whatsoever.

27 26. Defendant denies all of the claims in the Actions, and does not waive, but rather
28 expressly reserves, all rights to challenge all such claims and allegations upon all legal, procedural

1 and factual grounds should this Settlement Agreement not become final. This Settlement
2 Agreement reflects a compromise reached to end litigation.

3 27. The Parties stipulate and agree to the following terms of this Settlement Agreement
4 with the intent that this Agreement finally disposes of the Actions with prejudice.

5 **TERMS AND CONDITIONS**

6 28. **Settlement Payments and Calculation of Claims.** The following table summarizes
7 the allocation of the Gross Settlement Amount:

<u>Gross Settlement Amount of \$750,000.00 Is Broken Down As Follows:</u>	
•	\$461,350.00 for the Net Settlement Fund
○	\$346,012.50 for the LWDA Payment
○	\$115,337.50 for the PAGA Aggrieved Employee Payment
•	PAGA Counsel Attorneys' Fees not to exceed \$250,000.00
•	PAGA Counsel Actual Costs not to exceed \$17,000.00
•	Up to \$7,500.00 for Enhancement to Representative Plaintiff Hai Luu
•	Up to \$7,500.00 for Enhancement to Representative Plaintiff Ana Cerda
•	Settlement Administration Costs, not to exceed \$6,650.00

14
15 29. Subject to final Court approval and the conditions specified in this Agreement, and
16 in consideration of the mutual covenants and promises set forth in this Agreement, Defendant agrees
17 to pay the Gross Settlement Amount of \$750,000.00. The Gross Settlement Amount includes, but
18 is not limited to, payments to be made to PAGA Counsel's attorneys' fees and costs, any
19 enhancement payments to the Representative Plaintiffs, the Net Settlement Fund, and Settlement
20 Administration Costs. The Parties agree, subject to Court approval, that the Gross Settlement
21 Amount shall be apportioned as follows:

22 a. **Settlement Administration Fees And Costs:** The fees and costs associated
23 with settlement administration (*e.g.*, preparing and mailing payments to the Aggrieved Employees,
24 tax documentation, etc.) (the "**Settlement Administration Costs**") will be paid from the Gross
25 Settlement Amount and are estimated to be \$6,650.00. The Parties agree to use ILYM Group, Inc.
26 as the Settlement Administrator.

27 b. **PAGA Counsel's Attorneys' Fees and Costs:** The Parties agree that, subject
28 to the Court's review and approval, PAGA Counsel will be paid from the Gross Settlement Amount

1 an amount that is up to 33.33% of the Gross Settlement Amount for attorneys' fees (\$250,000.00),
2 plus actual litigation costs, not to exceed \$17,000.00. The Parties agree that this Agreement shall
3 not be voided or nullified if the Court decides to award a different amount to Plaintiffs' counsel.
4 Any portion of the fee allocation or costs not approved by the Court will be included in the Net
5 Settlement Fund and will be distributed to the LWDA and the Aggrieved Employees. Except for
6 fees and costs awarded by the Court from the Gross Settlement Amount, the Parties will bear their
7 own costs and attorneys' fees.

8 c. Representative Plaintiffs' Enhancement Award: The Parties agree that,
9 subject to the Court's review and approval, Representative Plaintiffs will each receive up to a \$7,500
10 enhancement award (total \$15,000) for their services in bringing the Actions on behalf of the
11 Aggrieved Employees, which will be paid from the Gross Settlement Amount.

12 d. Net Settlement Fund: After deducting PAGA Counsel's Attorneys' Fees and
13 Costs, Settlement Administration Costs, and Representative Plaintiffs' Enhancement Awards from
14 the Gross Settlement Amount, the remaining amount will comprise the Net Settlement Fund. The
15 Net Settlement Fund is comprised of the LWDA Payment and the PAGA Aggrieved Employee
16 Payment. The Net Settlement Fund of approximately \$461,350.00 shall be allocated 75% to the
17 LWDA Payment, which is estimated to total \$346,012.50 (\$461,350.00 x 75%). The remaining
18 25% of the Net Settlement Fund, estimated to total \$115,337.50, shall be allocated to the PAGA
19 Aggrieved Employee Payment to be paid to the Aggrieved Employees on a *pro rata* basis as noted
20 below, which shall be referred to as the Aggrieved Employee's "**Individual PAGA Payment.**"

21 Example:

22 Aggrieved Employee A was actively employed during the PAGA Period and received a
23 paycheck for 25 pay periods during the PAGA Period. All Aggrieved Employees were actively
24 employed and received paychecks for a combined total of 100,000 pay periods during the PAGA
25 Period. Aggrieved Employee A's Individual PAGA Payment would be calculated as follows:

- 26 ➤ 25 pay periods for Aggrieved Employee A ÷ 100,000 total pay periods for all
27 Aggrieved Employees = 0.025%.
- 28 ➤ Aggrieved Employee A is entitled to an Individual PAGA Payment in an amount

that is 0.025% of the Net Settlement Fund.¹

e. Taxes and Reporting: The Individual PAGA Payments will be treated as non-wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS Form 1099.

30. **Aggrieved Employee Size Estimate And Escalator Clause.**

a. The Settlement is based on the assumption that there were 37,619 pay periods in the period from April 7, 2023 through September 16, 2024. If that number increases by more than 10% as of the date the Court signs the Final Order and Judgment, Defendant will have the choice of: (a) paying a proportional increase in the PAGA Settlement Amount for each additional pay period over 41,381 (*e.g.* each pay period above 41,381 is valued at \$19.94); or (b) modifying the end date of the PAGA Period to the date that the applicable pay period count reaches 41,381 pay periods, to avoid incurring any *pro rata* increase.

31. **Release By Aggrieved Employees and State of California.**

a. Terms of Release. In exchange for the consideration recited in this Settlement Agreement, and upon the Effective Date and Defendant's funding of the Gross Settlement Amount, Representative Plaintiffs, as the representatives for the State of California and all Aggrieved Employees, and on behalf of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns will forever completely release and discharge the Released Parties of any and all Released Claims. The Aggrieved Employees and the State of California are deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim against any of the Released Parties for any Released Claims.

b. No Claims Based On Stipulation and Agreement. No Aggrieved Employee, nor the State of California, will have any claim against any of the Released Parties, Defendant's counsel, the Representative Plaintiffs, or PAGA Counsel, based on errors in administering claims or performing the mailing and skip-tracing requirements of the Settlement Administrator under this Agreement.

¹ The Individual PAGA Payment will be rounded to the nearest penny with .5 rounded up.

1 32. **General Release By Representative Plaintiffs.**

2 a. Terms of Release. In exchange for the consideration recited in this
3 Settlement Agreement, including the Representative Plaintiffs' Enhancement Awards, and upon the
4 Effective Date and Defendant's funding of the Gross Settlement Amount, the Representative
5 Plaintiffs, on behalf of themselves and on behalf of their current, former, and future heirs, executors,
6 administrators, attorneys, agents, and assigns, do hereby and forever release, waive, acquit and
7 discharge the Released Parties from all claims (known or unknown) which they have, had, or might
8 otherwise have had against the Released Parties, from the beginning of time to the date they sign
9 this Agreement, regarding any aspect of their employment including, but not limited to, the Released
10 Claims, any common law or statutory torts, any federal, state or governmental constitution, statute,
11 regulation or ordinance, and any claim for wages or any other compensation or benefit.

12 b. California Civil Code Section 1542. Upon the Effective Date and
13 Defendant's funding of the Gross Settlement Amount, the Representative Plaintiffs will be deemed
14 to have, and by operation of the Final Order and Judgment will have, expressly waived and
15 relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of section
16 1542 of the California Civil Code which provides as follows:

17 **"A general release does not extend to claims that the creditor or releasing party**
18 **does not know or suspect to exist in his or her favor at the time of executing the**
19 **release and that, if known by him or her, would have materially affected his or**
 her settlement with the debtor or released party."

20 c. No Other Actions. The Representative Plaintiffs are deemed by operation of
21 the Final Order and Judgment to have agreed not to sue or otherwise make any claim against any of
22 the Released Parties based upon any action, event, or occurrence prior to the date they sign this
23 Settlement Agreement.

24 33. **Request For Final Order and Judgment.**

25 a. Upon execution of this Agreement, the Representative Plaintiffs shall
26 promptly file a motion or application with the Court requesting approval of this Settlement by
27 submitting a proposed Final Order and Judgment, in a form substantially similar to Exhibit B.

28 b. The Representative Plaintiffs shall not file the motion or application

1 requesting final approval or final judgment with the Court until Defendant has reviewed and
2 approved it, and PAGA Counsel will provide Defendant's counsel with at least 7 business days to
3 review the same prior to filing. Defendant's approval will not be unreasonably withheld.

4 34. **Settlement Funding.**

5 a. Upon the Court entering the Final Order and Judgment, and within 5 business
6 days after the Effective Date, the Settlement Administrator shall send Defendant's counsel
7 electronic wiring instructions to fund the Gross Settlement Amount.

8 b. Upon the Court entering the Final Order and Judgment, and within 15
9 business days after the Effective Date, Defendant will fund the Gross Settlement Amount.

10 c. Within 45 days after Defendant funds the Gross Settlement Amount, the
11 Settlement Administrator shall issue all payments required by this Agreement (the "**Payment**
12 **Date**").

13 35. **PAGA List.**

14 a. Within 10 days after the Effective Date, Defendant will provide a PAGA List
15 to the Settlement Administrator which will identify all Aggrieved Employees by name, social
16 security number, and last known home address ("**PAGA List**"). The PAGA List will also contain
17 the number of pay periods credited to each Aggrieved Employee.

18 b. The PAGA List will not be provided to PAGA Counsel, but the Settlement
19 Administrator will confirm with PAGA Counsel that the PAGA List was received.

20 c. In addition, within 10 days after the Effective Date, PAGA Counsel will
21 provide the current home address for Representative Plaintiffs to the Settlement Administrator.

22 36. **List Of Individual Settlement Amounts.**

23 a. Within 15 days after the Settlement Administrator receives the PAGA List,
24 the Settlement Administrator will provide to PAGA Counsel and Defendant's counsel a Proceeds
25 List reflecting the Individual PAGA Payment for each Aggrieved Employee ("**Proceeds List**"). The
26 Proceeds List provided to PAGA Counsel will not include the Aggrieved Employees' names, social
27 security numbers, or contact information.

1 37. **PAGA Payments to Aggrieved Employees.**

2 a. On the Payment Date, the Settlement Administrator will mail to each
3 Aggrieved Employee, via first-class United States Mail, the following: (a) the PAGA Settlement
4 Notice in English and Spanish, attached as Exhibit A to this Agreement and (b) their Individual
5 PAGA Payment (collectively, the “**PAGA Packet**”).

6 b. Prior to mailing, the Settlement Administrator will update all addresses using
7 the National Change of Address System (NCOA). In the event that a PAGA Packet is returned to
8 the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send
9 the PAGA Packet to the forwarding address identified. If no forwarding address is provided, then
10 the Settlement Administrator will promptly conduct a “standard search,” sometimes called, “Skip
11 Trace” or “Credit Header” searches, to locate a better address. If a better address is found, the
12 Settlement Administrator will promptly re-send the PAGA Packet. If a better address is not found
13 or the PAGA Packet is ultimately returned without a forwarding address, neither the Settlement
14 Administrator, the Parties, Defendant’s counsel, or PAGA Counsel shall be required to take further
15 action.

16 c. Aggrieved Employees shall have 180 calendar days after the date the PAGA
17 Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee’s
18 check is not cashed within that period, the settlement payment check will be voided and a stop-
19 payment will be issued (the “**Void Date**”). Neither Defendant, Defendant’s counsel, Representative
20 Plaintiffs, nor PAGA Counsel will have any liability for lost or stolen settlement payment checks,
21 forged signatures on settlement payment checks, unauthorized negotiation of settlement payment
22 checks or failure to timely cash a settlement payment check within the 180 day period.

23 d. Funds represented by settlement checks remaining uncashed as of the Void
24 Date shall be paid to the State Controller’s Unclaimed Property Fund in the names of the Aggrieved
25 Employees who did not cash their settlement checks.

26 38. **Payments Of Enhancement Award, Attorneys’ Fees And Costs, and the LWDA**
27 **Payment.**

28 a. On the Payment Date, the Settlement Administrator will pay from the Gross

1 Settlement Amount the Representative Plaintiffs' Enhancement Awards as awarded by the Court.
2 The payments will be made by sending to the respective addressed provided by PAGA Counsel, a
3 check payable to "Hai Luu" in the amount of the Court-approved Enhancement Award to Luu, and
4 a check payable to "Ana Cerda" in the amount of the Court-approved Enhancement Award to Cerda.
5 These payments are conditional upon PAGA Counsel providing Defendant's counsel and the
6 Settlement Administrator with completed Forms W-9 for the Representative Plaintiffs.

7 b. On the Payment Date, the Settlement Administrator will pay from the Gross
8 Settlement Amount to PAGA Counsel its Court-approved Attorneys' Fees and Costs. Such payment
9 is conditional upon PAGA Counsel providing Defendant's counsel and the Settlement
10 Administrator with completed Forms W-9.

11 c. On the Payment Date, the Settlement Administrator will pay the LWDA
12 Payment from the Net Settlement Fund by issuing a check to "California Labor Workforce and
13 Development Agency."

14 39. **Deadlines.**

15 If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday,
16 the deadline will be automatically extended to the next regular business day. Unless specified
17 otherwise, all references to "days" shall mean calendar days.

18 40. **Enforcement and Continuing Jurisdiction of the Court.**

19 Pursuant to the Parties' agreement, this Settlement Agreement will be approved by the Court
20 and will be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6.
21 Even after the entry of the Final Order and Judgment, this Court will have and retain continuing
22 jurisdiction over the Actions and over all Parties and the Aggrieved Employees, to the fullest extent
23 necessary or convenient to enforce and effectuate the terms and intent of this Settlement Agreement
24 and all matters provided for in it, and to interpret it.

25 41. **Mutual Full Cooperation.**

26 The Parties will fully cooperate with each other to accomplish the terms of this Settlement
27 Agreement, including, but not limited to, execution of such documents and taking such other action
28 as may be reasonably necessary or convenient to implement it.

1 42. **Non-Admission Of Liability.**

2 The Parties enter into this Agreement to resolve the dispute that has arisen between them
3 and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement,
4 Defendant does not admit, and specifically denies, that it has violated any federal, state, or local
5 law; violated any regulations or guidelines promulgated pursuant to any statute or any other
6 applicable laws, regulations, or legal requirements; violated or breached any duty; engaged in any
7 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the
8 Actions. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations
9 connected with it, shall be construed as an admission or concession by Defendant of any such
10 violations or failures to comply with any applicable law. Except as necessary in a proceeding to
11 enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered
12 or received as evidence in any action or proceeding to establish any liability or admission on the
13 part of Defendant or any of the Released Parties or to establish the existence of any condition
14 constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

15 43. **Effective Date Of Defendant's Obligations Under This Agreement.**

16 Defendant's obligations under this Settlement Agreement will become final and effective
17 only upon the occurrence of the Effective Date. In the event that any of the conditions specified in
18 this Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain
19 approval of the Court for any reason, all matters covered by this Agreement will be null and void.
20 In such event, neither this Agreement nor any negotiations leading to this Settlement will be used
21 or construed by or against any Party as a determination, admission, or concession of any issue of
22 law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their
23 respective rights regarding the prosecution and defense of the Actions, including all available
24 defenses and affirmative defenses, and to challenge any claim, as if this Settlement Agreement never
25 existed.

26 44. **Nullification.**

27 If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the
28 Court's Final Order and Judgment is reversed or modified as to any material term as defined above,

1 or declared or rendered void as to any material term as defined above, then (a) the Settlement
2 Agreement shall become null and void; (b) the Parties will revert to their respective positions
3 immediately prior to reaching the settlement; and (c) the Parties will be equally responsible for any
4 Settlement Administration Costs.

5 45. **Invalidation.**

6 Invalidation of any material term of this Settlement Agreement will invalidate this
7 Agreement in its entirety unless the Parties subsequently agree in writing that the remaining
8 provisions will remain in full force and effect.

9 46. **No Publicity.**

10 Representative Plaintiffs and their counsel agree that the terms of this Settlement Agreement
11 (including, but not limited to, the Gross Settlement Amount), the negotiations leading to the
12 execution of this Settlement Agreement, and the Settlement Agreement itself, shall not be discussed
13 with or publicized or promoted to the media (including, without limitation, legal periodicals and
14 publications such as “Jury Verdicts,” or disclosure of the Settlement Agreement on any web site of
15 the Plaintiffs’ counsel), or the public at large, without the advance written consent of Defendant.
16 The Parties intend this Paragraph 46 to prohibit Representative Plaintiffs and their counsel from
17 discussing, answering questions about, promoting or publicizing the Settlement Agreement, its
18 terms, or the negotiations leading to the Settlement Agreement with anyone other than the Court or
19 those individuals necessary to effectuate the terms of the Agreement. Notwithstanding the
20 foregoing, Representative Plaintiffs and their counsel (1) may tell the public in general only that
21 certain claims “have been resolved by the Parties;” and (2) may disclose the terms of the Settlement
22 Agreement (a) in appropriate filings with the Court in this case; (b) where required by law (*e.g.*,
23 income tax returns); (c) to accountants or other tax professionals for the purpose of preparing tax
24 returns; and (d) as otherwise ordered by the Court or as necessary to effectuate the Agreement (*e.g.*,
25 disclosure to the Settlement Administrator, posting of judgment on Settlement Administrator’s
26 website if required, etc.). In addition, PAGA Counsel may respond to questions received from, and
27 discuss any aspect of this Agreement with Aggrieved Employees.

1 47. **Entire Agreement.**

2 This Settlement Agreement constitutes the entire integrated agreement between the Parties
3 relating to the Actions, and no oral representations, warranties, or inducements have been made to
4 any party concerning this Settlement Agreement other than the representations, warranties, and
5 covenants contained and memorialized in this Settlement Agreement. This Agreement supersedes
6 any and all prior oral or written understandings, agreements (including, for example, the
7 Memorandum of Understanding entered into on or about October 7, 2024) and arrangements
8 between the Parties with respect to the settlement of the Actions and the Released Claims against
9 the Released Parties.

10 48. **Authorization To Act.**

11 PAGA Counsel warrants and represents that they are authorized by the Representative
12 Plaintiffs, and counsel of record for Defendant warrants that they are authorized by Defendant, to
13 take all appropriate action required or permitted to be taken by such Parties pursuant to this
14 Settlement Agreement to effectuate its terms, and to execute any other documents required to
15 effectuate the terms of this Settlement Agreement, except for any documents, including but not
16 limited to this Settlement Agreement, that are required to be executed by the Parties.

17 49. **Modification Only In Writing.**

18 This Settlement Agreement may be amended or modified only by a written instrument signed
19 by all Parties or their successors in interest.

20 50. **Binding On Successors.**

21 This Settlement Agreement is binding upon and will inure to the benefit of the Parties to this
22 Agreement, as well as their respective attorneys, past, present, and future predecessors, successors,
23 shareholders, officers, directors, employees, agents, trustees, representatives, administrators,
24 fiduciaries, assigns, insurers, executors, partners, parent corporations, subsidiaries, and related or
25 affiliated entities.

26 51. **No Prior Assignments.**

27 The Representative Plaintiffs and Aggrieved Employees are deemed by operation of the
28 Final Order and Judgment to represent, covenant, and warrant that they have not directly or

1 indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
2 person or entity any portion of any liability, claim, demand, cause of action, or rights released and
3 discharged by this Agreement.

4 52. **Governing Law.**

5 All terms of this Settlement Agreement will be governed by and interpreted according to the
6 laws of the State of California, without giving effect to conflicts of laws principles.

7 53. **Counterparts.**

8 This Settlement Agreement may be executed in one or more counterparts. All executed
9 counterparts and each of them will be deemed to be one and the same instrument. Counsel for the
10 Parties will exchange among themselves signed counterparts.

11 54. **Headings For Convenience Only.**

12 The descriptive headings of any paragraphs or sections of this Settlement Agreement are
13 inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

14 55. **Construction Of This Agreement.**

15 The Parties agree that the terms and conditions of this Settlement Agreement are the result
16 of arms-length negotiations between the Parties and that this Settlement Agreement will not be
17 construed in favor of or against any Party by reason of the extent to which any Party, or his or her
18 or its counsel participated in the drafting of this Agreement. This Settlement Agreement constitutes
19 the entire agreement between the Parties. Except as expressly provided in this Agreement, this
20 Settlement Agreement has not been executed in reliance upon any other oral or written
21 representations or terms and no such extrinsic oral or written representations or terms will modify,
22 vary or contradict the terms of this Settlement Agreement. In entering this Settlement Agreement,
23 the Parties explicitly recognize California Civil Code section 1625 and California Code of Civil
24 Procedure section 1856(a), which provide that a written agreement is to be construed according to
25 its terms and may not be varied or contradicted by extrinsic evidence. The Representative Plaintiffs
26 and Defendant had available to them the advice and assistance of independent counsel. As such,
27 neither Representative Plaintiffs nor Defendant may claim that any ambiguity in this Settlement
28 Agreement should be construed against the other.

1 56. **Corporate Signatories.**

2 Any person executing this Settlement Agreement or any related document on behalf of a
3 corporate signatory warrants and promises for the benefit of all Parties that such person has been
4 duly authorized by such corporation to execute this Settlement Agreement or any related document.

5 57. **Representation By Counsel.**

6 All of the Parties to this Agreement acknowledge that they have been represented by counsel
7 throughout all negotiations which preceded the execution of this Settlement Agreement and that this
8 Agreement has been executed with the consent and advice of counsel.

9 58. **Attorneys' Fees And Costs.**

10 Except as otherwise provided in this Agreement, the Parties will bear responsibility for their
11 own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of the Actions
12 and will not seek reimbursement thereof from any Party to this Settlement Agreement.

13 **IT IS SO AGREED:**

14
15 Dated: _____, 2024

HAI LUU

16
17 Dated: _____, 2024

ANA CERDA

18 Dated: Jan. 17, 2025

Maria J.

CAMBRO MANUFACTURING COMPANY

By: GLORIA FLORES

Its: V.P. of Human Resources

20
21
22
23 APPROVED AS TO FORM AND CONTENT AND
24 AGREE TO BE BOUND BY SECTION 46:

25 Dated: _____, 2024

JUSTICE FOR WORKERS, P.C.

By: _____

William C. Sung
Attorneys for Plaintiff Hai T. Luu

56. **Corporate Signatories.**

Any person executing this Settlement Agreement or any related document on behalf of a corporate signatory warrants and promises for the benefit of all Parties that such person has been duly authorized by such corporation to execute this Settlement Agreement or any related document.

57. **Representation By Counsel.**

All of the Parties to this Agreement acknowledge that they have been represented by counsel throughout all negotiations which preceded the execution of this Settlement Agreement and that this Agreement has been executed with the consent and advice of counsel.

58. **Attorneys' Fees And Costs.**

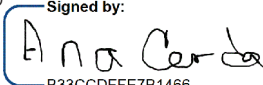
Except as otherwise provided in this Agreement, the Parties will bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of the Actions and will not seek reimbursement thereof from any Party to this Settlement Agreement.

IT IS SO AGREED:

Dated: _____, 2025

Dated: 1/20/2025, 2025

Dated: _____, 2025

HAI LUU
Signed by:

B33CCDFFE7B1466...

ANA CERDA

CAMBRO MANUFACTURING COMPANY

By: _____

Its: _____

APPROVED AS TO FORM AND CONTENT AND
AGREE TO BE BOUND BY SECTION 46:

Dated: _____, 2025

JUSTICE FOR WORKERS, P.C.

By: _____

William C. Sung
Attorneys for Plaintiff Hai T. Luu

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1 Dated: January 20, 2025

PROTECTION LAW GROUP, LLP

2 By: 

3 Ryan T. Chuman

4 Attorneys for Plaintiff Ana Cerda

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EXHIBIT A

Exhibit A

[Date], 2024

[Settlement Administrator]

[Address]

[City, State, Zip Code]

[Employee Name]

[Employee Street Address]

[City, State Zip]

Re: PAGA Settlement Payment

Dear Current or Former Employee of Cambro Manufacturing Company:

You have received this notice because records indicate that you worked as a non-exempt employee for Cambro Manufacturing Company (“Cambro”) in California and received at least one wage statement during the period between April 7, 2023 through [DATE]. This notice relates to the settlement of lawsuits styled *Hai Luu v. Cambro Manufacturing Company*, Orange County Superior Court Case No. 30-2024-01389852-CU-OE-CXC, and *Ana Cerda v. Cambro Manufacturing Company*, Orange County Superior Court Case No. 30-2024-01399086-CU-OE-CXC (together, the “Actions”).

In the Actions, Hai Luu and Ana Cerda (“Plaintiffs”) assert claims under the California Private Attorneys General Act (“PAGA”), a law which allows Plaintiffs to attempt to recover penalties on behalf of the State of California and on behalf of employees who Plaintiffs claim were “aggrieved” by alleged wage and hour violations on the part of Cambro.

Cambro strongly disputes Plaintiffs’ allegations and maintains that it has fully complied with all applicable wage and hour laws. The Court has not issued any ruling regarding the merits of the Actions. Nonetheless, to avoid the cost and distraction of litigation, Cambro has made a business decision to settle the Actions, which settlement has been approved by the Court.

The enclosed settlement check represents your portion of the Court-approved PAGA settlement. You will not be retaliated against for cashing your check. Checks that are not cashed within 180 days of issuance will be voided (the “Void Date”). Funds represented by a settlement check remaining uncashed as of the Void Date shall be paid to the State Controller’s Unclaimed Property Fund in the name of the employee who did not cash the settlement check.

Regardless of what you do with the settlement check, you will have released claims under PAGA as asserted in the Actions.

If you have any questions about this notice, please contact the Settlement Administrator, ILYM Group, Inc. at (____) ____-____.

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE ACTIONS. PLEASE DO NOT CONTACT THE COURT REGARDING THE LAWSUITS.

EXHIBIT B

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

HAI T. LUU, an individual and on behalf of all
others similarly situated,

Plaintiff,

vs.

CAMBRO MANUFACTURING COMPANY,
a California corporation; and DOES 1 through
50,

Defendants.

AND CONSOLIDATED ACTIONS.

Case No. 30-2024-01389852-CU-OE-CXC
Consolidated with
Case No. 30-2024-01399086-CU-OE-CXC

Judge: Hon. Randall J. Sherman
Dept: CX105

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT**

Date Action Filed: March 26, 2024
Trial Date: None set

[PROPOSED] ORDER AND JUDGMENT

These consolidated matters came on for hearing on [REDACTED], 2025 at [REDACTED], in
Department CX-105 of the above-captioned Court on Plaintiffs' unopposed motion for approval of
a settlement agreement pursuant to the California Labor Code Private Attorneys General Act
("PAGA") (the "Settlement").

Having received and considered the Settlement Agreement, the supporting papers filed by
Plaintiffs, and the evidence and argument received by the Court, the Court grants approval of the
PAGA Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
DETERMINATIONS:

1 1. Except as otherwise defined in this Order and Judgment (“**Order**”), all capitalized
2 terms have the same meaning as defined in the Settlement Agreement that is attached as Exhibit 1
3 to this Order.

4 2. The Court confirms approval of the Settlement as to the Aggrieved Employees and
5 the State of California.

6 3. The Court has jurisdiction over the subject matter of this litigation, over all
7 Aggrieved Employees, and over those persons undertaking affirmative obligations under the
8 Settlement.

9 4. The Settlement is approved under Labor Code § 2699(1)(2).

10 5. The PAGA Settlement Notice to Aggrieved Employees, attached as Exhibit 2 to this
11 Order, fairly and adequately describes the consolidated actions, the approved Settlement, and is the
12 best notice practicable under the circumstances.

13 6. The Court finds that each Aggrieved Employee, in accordance with the Settlement,
14 releases all Released Claims against the Released Parties.

15 7. The Gross Settlement Amount, Net Settlement Fund and the methodology used to
16 calculate the LWDA Payment and PAGA Aggrieved Employee Payment (which is comprised of
17 the Individual PAGA Payments), in accordance with the Settlement is approved.

18 8. The Court approves ILYM Group, Inc. to act as the Settlement Administrator. The
19 Court awards the Settlement Administrator its actual fees and costs in accordance with the terms of
20 the Amended Settlement Agreement, not to exceed \$6,650.00.

21 9. The Court approves means Justice for Workers, P.C. and Protection Law Group, LLP
22 as PAGA Counsel.

23 10. The Court awards PAGA Counsel attorneys’ fees in the amount of \$250,000.00 and
24 actual litigation costs not to exceed \$17,000.00, both of which the Court finds to be fair and
25 reasonable. The Court authorizes the Settlement Administrator to make these payments, in
26 accordance with the terms of the Settlement Agreement.

27 11. The Court authorizes the Settlement Administrator to calculate the Net Settlement
28 Fund, inclusive of the LWDA Payment and PAGA Aggrieved Employee Payment (which is

1 comprised of the Individual PAGA Payments), in accordance with the terms of the Settlement
2 Agreement.

3 12. The Court finds that the LWDA Payment of \$346,012.50 as the California Labor
4 Workforce and Development Agency's ("LWDA") share of the Settlement is fair and reasonable.
5 The Court authorizes the Settlement Administrator to pay the LWDA Payment, in accordance with
6 the terms of the Settlement Agreement.

7 13. The Court finds that the PAGA Aggrieved Employee Payment of \$115,337.50 as the
8 Aggrieved Employees' share of the Settlement is fair and reasonable. The Court authorizes the
9 Settlement Administrator to pay the PAGA Aggrieved Employee Payment, in accordance with the
10 terms of the Settlement Agreement.

11 14. The Court finds the Representative Plaintiffs' Enhancement Awards in the total sum
12 of \$15,000.00 to the Representative Plaintiffs (i.e., \$7,500.00 to each Representative Plaintiff) is
13 fair and reasonable. The Court authorizes the Settlement Administrator to pay the Representative
14 Plaintiffs' Enhancement Awards, in accordance with the terms of the Settlement Agreement.

15 15. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid
16 for 180 days after issuance. Funds represented by settlement checks remaining uncashed as of the
17 Void Date shall be paid to the State Controller's Unclaimed Property Fund in the names of the
18 Aggrieved Employees who did not cash their settlement checks.

19 16. Upon completion of the Settlement, the Settlement Administrator will provide
20 written certification of the completion to the Court and counsel for the Parties which shall be filed
21 with the Court on or before [REDACTED].

22 17. Without affecting the finality of this Order, the Court retains exclusive and
23 continuing jurisdiction over the consolidated actions for purposes of supervising, administering,
24 implementing, and enforcement of this Order and the Settlement.

25 18. Nothing in this Order or the Settlement shall be construed as an admission or
26 concession by any Party. The Settlement and this resulting Order simply represent a compromise
27 of disputed allegations.

28 19. The Court enters final judgment in accordance with the terms of the Settlement

1 Agreement and this Order.

2 20. Representative Plaintiffs are directed to submit a copy of this Order to the LWDA
3 within 10 days of the date of this Order. Upon doing so, the LWDA will have been provided notice
4 of the Settlement in accordance with PAGA, California Labor Code § 2699(1)(2), (1)(4).

5 21. A final report on the disbursement of the Gross Settlement Amount as specified in
6 the Settlement Agreement and this Order, including the distribution of uncashed checks to the State
7 Controller's Unclaimed Property Fund, shall be filed by Plaintiffs on or
8 before [REDACTED]. Upon receiving the report, the Court will determine whether further
9 reports and/or a hearing will be necessary.

10 22. A Final Accounting Hearing shall be set for [REDACTED] at [REDACTED].

11 **IT IS SO ORDERED:**

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13 DATED: _____

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HON. RANDALL J. SHERMAN
Judge of the Superior Court

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