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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

EDUARDO DOMINGUEZ VALERO, as an
individual and on behalf of all others similarly
situated and aggrieved,

Plaintiff,

v.

MKS INSTRUMENTS, a Massachusetts
Corporation; NEWPORT CORPORATION, a
Nevada Corporation; BHAVIK PATEL, an
individual and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 30-2025-01481897-CU-OE-
CXC

[Assigned for all purposes to Hon. Melissa
R. McCormick in Dept. CX-105]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: May 9, 2025.

Trial Date: None Set

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Eduardo Dominguez Valero (“Plaintiff”) and defendants MKS Instruments,
3 Newport Corporation, and Bhavik Patel (“Defendants”). The Agreement refers to Plaintiff and
4 Defendants collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS**

6 1.1. “Action(s)” means the Plaintiff’s wage and hour class action against Defendants,
7 captioned *Eduardo Dominguez Valero v. MKS Instruments et al.*, Case No. 8:24-cv-01948-JWH-
8 ADS, initiated on September 9, 2024, and pending in United States District Court, Central
9 District of California; and separate representative action under PAGA captioned *Eduardo*
10 *Dominguez Valero v. MKS Instruments et al.*, Case No. 30-2025-01481897-CU-OE-CXC,
11 initiated on May 9, 2025, and pending in Superior Court of the State of California, County of
12 Orange.

13 1.2. “Administrator” means Apex Class Action, LLC (“Apex”), the neutral entity the Parties
14 have agreed to appoint to administer the Settlement.

15 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
16 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
17 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
18 Preliminary Approval of the Settlement.

19 1.4. “Aggrieved Employee” means all persons currently or formerly employed by Defendants,
20 either directly or through any subsidiary, staffing agency, or professional employer organization,
21 as non-exempt, hourly-paid employees during the PAGA Period in the State of California.

22 1.5. “Class” means all persons currently or formerly employed by Defendants, either directly
23 or through any subsidiary, staffing agency, or professional employer organization, as non-
24 exempt, hourly-paid employees during the Class Period in the State of California.

25 1.6. “Class Counsel” means David D. Bibiyan, Vedang J. Patel, and Brandon M. Chang of
26 Bibiyan Law Group, P.C.

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1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendants’ custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE FOR FINAL APPROVAL HEARING, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from July 25, 2020, through March 6, 2026.

1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Orange.

1.16. “Defendants” means the named Defendants MKS Instruments, Newport Corporation and Bhavik Patel.

1.17. “Defense Counsel” means Michael Afar and Reiko Furuta of Seyfarth Shaw LLP.

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1.18. “Effective Date” means the date the Court’s order approving the settlement and judgment thereon becomes final. For purposes of the Settlement Agreement, the Court’s Judgment “becomes final” upon the later of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court’s Judgment (i.e., 61 calendar days after notice of entry of the Court’s Judgment); (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment entered by the Court based upon the Final Approval.

1.22. “Gross Settlement Amount” means \$1,600,000.00 (one million six hundred thousand dollars and zero cents) which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and Administrator’s Expenses.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.

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1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

1.31. “PAGA Period” means the period from June 21, 2023 through the end of the Class Period.

1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.33. “PAGA Notice” means Plaintiff’s June 21, 2024 letter to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, \$80,000.00, allocated 25% to the Aggrieved Employees (\$20,000.00) and the 75% to the LWDA (\$60,000.00) in settlement of PAGA claims.

1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. “Plaintiff” means Eduardo Dominguez Valero, the named plaintiff in the Action.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of the Settlement.

1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.41. “Released Parties” means: Defendants (including MKS Inc., formerly known as MKS Instruments, Inc.), and each of their owners, parents, subsidiaries, officers, directors, members, managers, employees, agents, predecessors, successors, and assigns.

1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement; (b) mail his or her Objection to the Settlement; or (c) mail Challenges to Calculation of Workweeks. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.45. “Workweek” means any week during which a Class Member worked for Defendants, for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. RECITALS

2.1. On June 21, 2024, Plaintiff filed with the LWDA and served on Defendants, a notice under Labor Code section 2699.3, stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations (“PAGA Notice”).

2.2. On July 25, 2024, Plaintiff commenced this Action by filing a class action complaint against Defendants for: Failure to Pay Overtime Wages; Failure to Pay Minimum Wages; Failure to Provide Meal Periods; Failure to Provide Rest Periods; Waiting Time Penalties; Wage

Statement Violations; Failure to Pay Timely Wages; Failure to Indemnify; Violation of Labor Code § 227.3; and Unfair Competition (“Class Action”).

2.3. On September 9, 2024, Defendants removed the Class Action to the United States District Court for the Central District of California, Case No. 8:24-cv-01948-SRM-ADS.

2.4. On March 3, 2025, the Court stayed the action pending mediation.

2.5. On May 9, 2025, after sixty-five (65) days had passed without any action by the LWDA with respect to the Labor Code violations alleged in the PAGA Notice, Plaintiff filed a separate representative action under PAGA against Defendants in Orange County Superior Court, Case No. 30-2025-01481897-CU-OE-CXC, for the Labor Code violations set out in the PAGA Notice (“PAGA Action”).

2.6. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

2.7. Prior to mediation Plaintiff obtained, through informal discovery: (1) a sampling of time and payroll records for Class Members during the Class Period; (2) class data points, including the number of Class Members and Workweeks during the Class Period, the number of Aggrieved Employees and Pay Periods during the PAGA Period; (3) Defendants’ wage and hour policy documents, including two employee handbooks; (4) all documents pertaining to Plaintiff available to Defendants, including Plaintiff’s personnel and payroll records.

2.8. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.9. On December 9, 2025, the Parties participated in an all-day mediation presided over by Michael Dickstein, Esq, the mediation was successful, and the Parties agreed to globally resolve all class and PAGA claims in the Action. As part of this Agreement, the Parties agree to stipulate to Plaintiff’s filing of a First Amended Complaint in the PAGA Action, adding all allegations brought in the Class Action, and Plaintiff will thereafter request dismissal without prejudice of the Class Action, thereby effectively consolidating the two actions for purposes of Settlement (hereinafter, the “Action”). The First Amended Complaint is the operative complaint in the Action (“Operative Complaint”).

1 2.10. The Court has not granted class certification.

2 2.11. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
3 other pending matter or action asserting claims that will be extinguished or affected by the
4 Settlement.

5 **3. MONETARY TERMS**

6 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below,
7 Defendants promise to pay \$1,600,000.00 as the Gross Settlement Amount, unless increased
8 pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll
9 taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no
10 obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated
11 in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement
12 Amount without asking or requiring Participating Class Members or Aggrieved Employees to
13 submit any claim as a condition of payment. None of the Gross Settlement Amount will revert
14 to Defendants. The Gross Settlement Amount is a material term of this Agreement. Except as it
15 relates to the Escalator Clause and Defendants' obligation to separately pay their share of payroll
16 taxes, to the extent the Court orders Defendants to pay more than the Settlement Amount as part
17 of this Agreement, Defendants shall retain the right, in the exercise of its sole discretion, to nullify
18 this Agreement.

19 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
20 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
21 in the Final Approval:

22 3.2.1. To Plaintiff: A Class Representative Service Payment to Plaintiff of not more than
23 \$15,000.00 to Plaintiff, in addition to any Individual Class Payment and any Individual
24 PAGA Payment Plaintiff is entitled to receive as a Participating Class Member.
25 Defendants will not oppose Plaintiff's request for a Class Representative Service
26 Payment that does not exceed this amount. As part of the motion for Class Counsel Fees
27 Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for
28 any Class Representative Service Payments prior to the Final Approval Hearing. If the

1 Court approves a Class Representative Service Payment for less than the amount
2 requested, the Administrator will retain the remainder in the Net Settlement Amount.
3 The Administrator will pay the Class Representative Service Payment using IRS Form
4 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the
5 Class Representative Service Payment.

6 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the
7 Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this
8 Agreement, is currently estimated to be \$560,000.00 and a Class Counsel Litigation
9 Expenses Payment of not more than \$60,000.00. Defendants will not oppose requests
10 for these payments provided that do not exceed these amounts. Plaintiff and/or Class
11 Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class
12 Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves
13 a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
14 than the amounts requested, the Administrator will allocate the remainder to the Net
15 Settlement Amount. Released Parties shall have no liability to Class Counsel or any
16 other Plaintiff 's Counsel arising from any claim to any portion of any Class Counsel
17 Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator
18 will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using
19 one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for
20 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation
21 Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from
22 any dispute or controversy regarding any division or sharing of any of these Payments.
23 There will be no additional charge of any kind to either the Settlement Class Members
24 or request for additional consideration from Defendants for such work unless,
25 Defendants materially breach this Agreement, including any term regarding funding,
26 and further efforts are necessary from Class Counsel to remedy said breach, including,
27 without limitation, moving the Court to enforce the Agreement. Should the Court
28 approve attorneys' fees and/or litigation costs and expenses in amounts that are less than

the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$10,250.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$10,250.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$80,000.00 to be paid from the Gross Settlement Amount, with 75% (\$60,000.00) allocated to the LWDA PAGA Payment and 25% (\$20,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties, \$20,000.00, by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report on the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records that were shared with Plaintiff, Defendants estimated there are 640 Class Members who collectively worked a total of 84,317 Workweeks during the state of the Class Period (July 25, 2020) through the date of mediation (December 8, 2025), and 632 Aggrieved Employees who worked a total of 21,650 PAGA Pay Periods.

4.2. Class Data. Not later than 30 days after full execution of the agreement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

1 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
2 Amount and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by
3 transmitting the funds to the Administrator no later than 7 days after the Effective Date.

4 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the
5 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
6 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
7 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
8 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
9 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
10 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
11 Payments.

12 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
13 Individual PAGA Payments and send them to the Class Members via First Class U.S.
14 Mail, postage prepaid. The face of each check shall prominently state the date (not less
15 than 180 days after the date of mailing) when the check will be voided. The
16 Administrator will cancel all checks not cashed by the void date. The Administrator
17 will send checks for Individual Settlement Payments to all Participating Class Members
18 (including those for whom Class Notice was returned undelivered). The Administrator
19 will send checks for Individual PAGA Payments to all Aggrieved Employees including
20 Non-Participating Class Members who qualify as Aggrieved Employees (including
21 those for whom Class Notice was returned undelivered). The Administrator may send
22 Participating Class Members a single check combining the Individual Class Payment
23 and the Individual PAGA Payment. Before mailing any checks, the Settlement
24 Administrator must update the recipients' mailing addresses using the National Change
25 of Address Database.

26 4.4.2. The Administrator must conduct a Class Member Address Search for all other
27 Class Members whose checks are returned undelivered without USPS forwarding
28 address. Within 7 days of receiving a returned check the Administrator must re-mail

checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Office, Unclaimed Property Division in the name of the Aggrieved Employee thereby leaving no unpaid residue pursuant to the requirements of Code of Civil Procedure section 384.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns forever and completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and

costs) of any nature whatsoever, from the beginning of time through the execution of this Agreement, whether known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Plaintiff's employment with Defendants or the remuneration for or termination of such employment; this further includes, but is not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice. (Collectively, "Plaintiff's Release.") Without limiting the generality of the foregoing, this general and complete release by Plaintiff includes all federal, state and local statutory claims, federal and state common law claims. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledge that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

A general release does not extend to claims that the creditor or releasing party does not know or suspect exists in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Plaintiff expressly acknowledges that this Settlement Agreement is intended to include in its effect, without limitation, all claims that Plaintiff knew of, as well as all claims that he does not know or suspect to

1 exist in his favor against the Released Parties, or any of them, for the time period from
 2 the beginning of time to the execution of this Settlement Agreement, and that this
 3 Settlement Agreement contemplates the extinguishment of any such Plaintiff's claims.

4 5.2. Release by Participating Class Members: For the duration of the Class Period, all
 5 Participating Class Members, on behalf of themselves and their respective former and present
 6 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
 7 Released Parties from all claims that were alleged, or reasonably could have been alleged, based
 8 on the facts stated in the Operative Complaint.

9 5.3. Participating Class Members do not release any other claims, including claims for vested
 10 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
 11 unemployment insurance, disability, social security, workers' compensation, or claims based on
 12 facts occurring outside the Class Period.

13 5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved
 14 Employees are deemed to release, on behalf of themselves and their respective former and present
 15 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
 16 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
 17 alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

18 **6. MOTION FOR PRELIMINARY APPROVAL**

19 The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion
 20 for Preliminary Approval") that complies with the Court's current checklist for Preliminary
 21 Approvals.

22 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
 23 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
 24 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
 25 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
 26 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
 27 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
 28 the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting

1 to its willingness to serve; competency; operative procedures for protecting the security of Class
2 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
3 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
4 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
5 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve
6 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
7 Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to
8 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
9 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
10 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
11 subd. (l)(2); and (vi) all facts relevant to any actual or potential conflict of interest with Class
12 Members and the Administrator.

13 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
14 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
15 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
16 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
17 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the
18 Administrator.

19 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
20 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
21 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
22 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
23 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
24 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
25 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
26 Court's concerns.

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1 **7. SETTLEMENT ADMINISTRATION**

2 7.1. Selection of Administrator. The Parties have jointly selected Apex to serve as the
3 Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this
4 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
5 payment of Administration Expenses. The Parties and their Counsel represent that they have no
6 interest or relationship, financial or otherwise, with the Administrator other than a professional
7 relationship arising out of prior experiences administering settlements.

8 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
9 Identification Number for purposes of calculating payroll tax withholdings and providing reports
10 state and federal tax authorities.

11 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
12 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section
13 468B-1.

14 7.4. Notice to Class Members

15 7.4.1. No later than three (3) business days after receipt of the Class Data, the
16 Administrator shall notify Class Counsel that the list has been received and state the
17 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
18 Class Data.

19 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
20 days after receiving the Class Data, the Administrator will send to all Class Members
21 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
22 the Class Notice with Spanish translation, substantially in the form attached to this
23 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
24 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable
25 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
26 used to calculate these amounts. Before mailing Class Notices, the Administrator shall
27 update Class Member addresses using the National Change of Address database.

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1 7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice
2 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
3 using any forwarding address provided by the USPS. If the USPS does not provide a
4 forwarding address, the Administrator shall conduct a Class Member Address Search,
5 and re-mail the Class Notice to the most current address obtained. The Administrator
6 has no obligation to make further attempts to locate or send Class Notice to Class
7 Members whose Class Notice is returned by the USPS a second time.

8 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
9 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
10 beyond the 60 days otherwise provided in the Class Notice for all Class Members whose
11 notice is re-mailed. The Administrator will inform the Class Member of the extended
12 deadline with the re-mailed Class Notice.

13 7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
14 discovers any persons who believe they should have been included in the Class Data
15 and should have received Class Notice, the Parties will expeditiously meet and confer,
16 and in good faith, in an effort to agree on whether to include them as Class Members.
17 If the Parties agree, such persons will be Class Members entitled to the same rights as
18 other Class Members, and the Administrator will send, via email or overnight delivery,
19 a Class Notice requiring them to exercise options under this Agreement not later than
20 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which
21 ever are later.

22 7.5. Requests for Exclusion (Opt-Outs).

23 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
24 must send the Administrator, by mail, a signed written Request for Exclusion not later
25 than 60 days after the Administrator mails the Class Notice (plus an additional 15 days
26 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
27 from a Class Member or his/her representative that reasonably communicates the Class
28 Member's election to be excluded from the Settlement and includes the Class Member's

1 name, address, and email address or telephone number. To be valid, a Request for
2 Exclusion must be timely postmarked by the Response Deadline.

3 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
4 fails to contain all the information specified in the Class Notice. The Administrator
5 shall accept any Request for Exclusion as valid if the Administrator can reasonably
6 ascertain the identity of the person as a Class Member and the Class Member's desire
7 to be excluded. The Administrator's determination shall be final and not appealable or
8 otherwise susceptible to challenge. If the Administrator has reason to question the
9 authenticity of a Request for Exclusion, the Administrator may demand additional proof
10 of the Class Member's identity. The Administrator's determination of authenticity shall
11 be final and not appealable or otherwise susceptible to challenge.

12 7.5.3. Every Class Member who does not submit a timely and valid Request for
13 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
14 to all benefits and bound by all terms and conditions of the Settlement, including the
15 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
16 regardless whether the Participating Class Member actually receives the Class Notice
17 or objects to the Settlement.

18 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
19 Non-Participating Class Member and shall not receive an Individual Class Payment or
20 have the right to object to the class action components of the Settlement. Because future
21 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
22 Participating Class Members who are Aggrieved Employees are deemed to release the
23 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
24 PAGA Payment.

25 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after
26 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
27 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
28 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge

the allocation by communicating with the Administrator via mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges. The Parties shall file with the Court all disputes submitted by Class Members, the evidence submitted, and the resolutions of the disputes. Although the Settlement Administrator may make the initial decision regarding claim disputes, the Court may review any decision made by the Settlement Administrator regarding a claim dispute.

7.7. Objections to Settlement

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

7.7.2. Participating Class Members may send written objections to the Administrator, by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

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

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

1 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
2 and use an internet website to post information of interest to Class Members including
3 the date, time and location for the Final Approval Hearing and copies of the Settlement
4 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
5 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
6 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
7 the Final Approval and the Judgment. The Judgment shall be posted on the Settlement
8 Administrator's website for at least 180 days. The Administrator will also maintain and
9 monitor an email address and a toll-free telephone number to receive Class Member
10 calls and emails.

11 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
12 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
13 Not later than 5 days after the expiration of the deadline for submitting Requests for
14 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
15 containing (a) the names and other identifying information of Class Members who have
16 timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and
17 other identifying information of Class Members who have submitted invalid Requests
18 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
19 (whether valid or invalid).

20 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
21 reports to Class Counsel and Defense Counsel that, among other things, tally the number
22 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
23 Exclusion (whether valid or invalid) received, objections received, challenges to
24 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
25 Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The
26 Weekly Reports must include providing the Administrator's assessment of the validity
27 of Requests for Exclusion and attaching copies of all Requests for Exclusion and
28 objections received.

1 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
2 address and make final decisions consistent with the terms of this Agreement on all
3 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
4 Administrator's decision shall be final and not appealable or otherwise susceptible to
5 challenge, and the Court may review any such decisions made by the Administrator.

6 7.8.5. Administrator's Declaration. Before the date by which Plaintiff is required to file
7 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
8 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
9 due diligence and compliance with all of its obligations under this Agreement,
10 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
11 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
12 number of Requests for Exclusion from Settlement it received (both valid or invalid),
13 the number of written objections and attach the Exclusion List. The Administrator will
14 supplement its declaration as needed or requested by the Parties and/or the Court. Class
15 Counsel is responsible for filing the Administrator's declaration(s) in Court.

16 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
17 disburses all funds in the Gross Settlement Amount, the Administrator will provide
18 Class Counsel and Defense Counsel with a final report detailing its disbursements by
19 employee identification number only of all payments made under this Agreement. At
20 least 7 days before any deadline set by the Court, the Administrator will prepare, and
21 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
22 Court attesting to its disbursement of all payments required under this Agreement. Class
23 Counsel is responsible for filing the Administrator's declaration in Court.

24 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

25 Based on a review of its records that were shared with Plaintiff, Defendants estimated
26 there are 640 Class Members who collectively worked a total of 84,317 Workweeks during the
27 state of the Class Period (July 25, 2020) through the date of mediation (December 8, 2025), and
28 632 Aggrieved Employees who worked a total of 21,650 PAGA Pay Periods.

8.1. Increase in Workweeks. Defendants estimated that there were no more than 84,317 Workweeks worked during the start of the Class Period (July 25, 2020) through the date of mediation (December 8, 2025), based on data shared with Plaintiff. In the event the number of Workweeks worked by Class Members during the Class Period increases by more than 10%, or 8,431 Workweeks, then, at Defendants' discretion, they may either: (1) cut off the end date for the Class Period as of the date on which the number of Workweeks reaches 92,748 (10% above 84,317); or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of Workweeks worked by the Class Members above the 10% (e.g., if there is a 11% increase in the number of Workweeks during the Class Period, Defendants can agree to increase the Maximum Settlement Amount by 1%). Defendants must exercise their option to end the Class Period as of the date on which the number of Workweeks reaches 92,748 at least 30 days prior to the first set hearing on Plaintiff's Motion for Preliminary Approval.

9. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall endeavor to provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final

1 Approval. The Court's decision to award less than the amounts requested for the Class
2 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
3 Expenses Payment, Administrator Expenses Payment and/or individual claims of Plaintiff for
4 alleged wrongful termination, shall not constitute a material modification to the Agreement
5 within the meaning of this paragraph.

6 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
7 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
8 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
9 and (iii) addressing such post-Judgment matters as are permitted by law.

10 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
11 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
12 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
13 respective counsel, and all Participating Class Members who did not object to the Settlement as
14 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
15 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
16 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
17 of the right to oppose such motions, writs or appeals. If an objector appeals to the Judgment, the
18 Parties' obligations to perform under this Agreement will be suspended until such time as the
19 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
20 the amount of the Net Settlement Amount.

21 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
22 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
23 modification of this Agreement (including, but not limited to, the scope of release to be granted
24 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
25 expeditiously work together in good faith to address the appellate court's concerns and to obtain
26 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
27 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
28 the Court's award of the Class Representative Service Payment or any payments to Class Counsel

1 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
2 as long as the Gross Settlement Amount remains unchanged.

3 **10. AMENDED JUDGMENT**

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

6 **11. ADDITIONAL PROVISIONS**

7 **11.1. No Admission of Liability, Class Certification or Representative Manageability for Other**
8 **Purposes.** This Agreement represents a compromise and settlement of highly disputed claims.
9 Nothing in this Agreement is intended or should be construed as an admission by Defendants
10 that any of the allegations in the Operative Complaint have merit or that Defendants have any
11 liability for any claims asserted; nor should it be intended or construed as an admission by
12 Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class
13 certification and representative treatment is for purposes of this Settlement only. If, for any
14 reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants
15 reserve the right to contest certification of any class for any reasons, and Defendants reserve all
16 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
17 certification on any grounds available and to contest Defendants' defenses. The Settlement, this
18 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
19 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
20 Settlement and this Agreement).

21 **11.2. Confidentiality Prior to Preliminary Approval.** Plaintiff, Class Counsel, Defendants and
22 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
23 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
24 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
25 or indirectly, specifically or generally, to any person, corporation, association, government
26 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
27 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
28 extent necessary to report income to appropriate taxing authorities; (4) in response to a court

1 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
2 government agency. Each Party agrees to immediately notify each other Party of any judicial or
3 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,
4 Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any
5 conversation or other communication, before the filing of the Motion for Preliminary Approval,
6 any with third party regarding this Agreement or the matters giving rise to this Agreement except
7 to respond only that “the matter was resolved,” or words to that effect. This paragraph does not
8 restrict Class Counsel’s communications with Class Members in accordance with Class
9 Counsel’s ethical obligations owed to Class Members.

10 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
11 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
12 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
13 ability to communicate with Class Members in accordance with Class Counsel’s ethical
14 obligations owed to Class Members.

15 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
16 together with its attached exhibits shall constitute the entire agreement between the Parties
17 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
18 inducements made to or by any Party.

19 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
20 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
21 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
22 its terms, and to execute any other documents reasonably required to effectuate the terms of this
23 Agreement including any amendments to this Agreement.

24 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
25 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
26 Settlement Agreement, submitting supplemental evidence and supplementing points and
27 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
28 or content of any document necessary to implement the Settlement, or on any modification of the

1 Agreement that may become necessary to implement the Settlement, the Parties will seek the
2 assistance of a mediator and/or the Court for resolution.

3 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
4 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
5 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
6 action, or right released and discharged by the Party in this Settlement.

7 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants, nor Defense Counsel are
8 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
9 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
10 Part 10, as amended) or otherwise.

11 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
12 modified, changed, or waived only by an express written instrument signed or agreed to by all
13 Parties or their representatives, and approved by the Court. Plaintiff and Defendants expressly
14 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
15 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
16 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
17 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
18 the use of signatures previously provided by the Parties.

19 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
20 the benefit of, the successors of each of the Parties.

21 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
22 governed by and interpreted according to the internal laws of the state of California, without
23 regard to conflict of law principles.

24 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
25 this Agreement. This Agreement will not be construed against any Party on the basis that the
26 Party was the drafter or participated in the drafting.

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1 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
2 during Action and in this Agreement relating to the confidentiality of information shall survive
3 the execution of this Agreement.

4 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
5 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants
6 in connection with the mediation, other settlement negotiations, or in connection with the
7 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
8 be used in any way that violates any existing contractual agreement, statute, or rule of court.

9 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
10 inserted for convenience of reference only and does not constitute a part of this Agreement.

11 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
12 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
13 weekend or federal legal holiday, such date or deadline shall be on the first business day
14 thereafter.

15 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
16 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
17 be accepted as an original. All executed counterparts and each of them will be deemed to be one
18 and the same instrument if counsel for the Parties will exchange between themselves signed
19 counterparts. Any executed counterpart will be admissible in evidence to prove the existence
20 and contents of this Agreement.

21 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
22 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
23 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
24 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
25 process.

26 11.19. Severability. In the event that one or more of the provisions contained in this Agreement
27 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
28 illegality, or unenforceability shall in no way effect any other provision if Defendants’ Counsel

and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Eduardo Valero

08/28/2026

Plaintiff, Eduardo Dominguez Valero

Signed by:

Sally Ann Bouley

9/1/2026

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For Defendant, MKS Inc. (formerly known as MKS Instruments, Inc.)

Sally Ann Bouley

Signed by:

Renee Donlan

9/1/2026

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For Defendant, Newport Corporation

Renee Donlan

Signed by:

Bhavik Patel

8/31/2026

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For Defendant, Bhavik Patel

AGREED AS TO FORM ONLY:

David D. Bibiyan

08/28/2026

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

DocuSigned by:

Michael Afar

8/31/2026

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Michael Afar
Reiko Furuta
Counsel for Defendants