

JARED W. SPEIER, State Bar No. 311751
jspeier@stradlinglaw.com
LINDSAY L. BOWDEN, State Bar No. 318685
lbowden@stradlinglaw.com
STRADLING YOCCA CARLSON & RAUTH LLP
800 Anacapa Street, Suite A
Santa Barbara, CA 93101
Telephone: 805 730 6800

Attorneys for Defendant
AMPEX DATA SYSTEMS CORPORATION

KEVIN A. LIPELES, State Bar No. 244275
kevin@kallaw.com
THOMAS H. SCHELLY, State Bar No. 217285
thomas@kallaw.com
JASMIN J. BADAWI, State Bar No. 335433
jasmine@kallaw.com
LIPELES LAW GROUP, APC
1060 Aviation Blvd., Suite 100
Hermosa Beach, CA 90254
Telephone: (310) 322-2211

Attorneys for Plaintiff Ben Dinh, on behalf of himself and all others similarly situated
and/or similarity aggrieved and as proxies for the State of California

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

BEN DINH, an individual, on his own behalf
and on behalf of all others similarly situated,

Plaintiffs,

vs.

AMPEX DATA SYSTEMS
CORPORATION, a Delaware corporation;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO. 24CV084864

Assigned for all purposes to:
Judge Noël Wise
Dept. 21

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

Complaint Filed: July 25, 2024
Discovery Cut-off: Per code
Trial Date: Not set

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2. In addition to the terms defined above, the terms below shall have the following meanings:

A. **“Lawsuit”** means Plaintiff’s lawsuit captioned *Ben Dinh individually, on his own behalf and on behalf of all others similarly situated v. AMPEX Data Systems Corporation, a Delaware corporation*, filed on July 25, 2024, in Alameda County Superior Court, Case No. 24CV084864, and the underlying PAGA Notice sent to the California Labor and Workforce Development Agency (“LWDA”) by Plaintiff on July 24, 2024.

B. **“Class” or “Settlement Class”** means all current and former non-exempt employees employed by Defendant in California at its California facilities at any time from July 25, 2020 through the date of preliminary approval of the Settlement.

C. **“Class Counsel”** means Kevin A. Lipeles, Thomas H. Schelly, and Jasmin J. Badawi of the Lipeles Law Group, APC for all purposes related to the Settlement. The term “Class Counsel” shall be used synonymously herein with the term “Plaintiffs’ Counsel.”

D. **“Class Counsel Fees” and “Class Counsel Costs”** (collectively the **“Class Counsel Award”**) means the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Lawsuit and their related litigation expenses incurred in connection with the Lawsuit.

E. **“Class Data”** means information regarding Class Members that Defendant shall compile from its records, as authorized by the Court, and transmit securely to the Settlement

Administrator, including each Class Member's name, last known mailing address, Social Security number, last known telephone number, dates of employment as a non-exempt employee during the Class Period, and other information necessary for the Settlement Administrator to calculate the number of Compensable Workweeks and Pay Periods worked during the Class Period and PAGA Period.

F. **"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 a PAGA-Eligible Employee).

G. **"Class Members' Released Claims"** means the claims being released by the Participating Class Members, as described in Paragraph 21 below.

H. **"Class Notice"** means the Court-Approved Notice of Pendency of Class Action Settlement and Final Hearing, to be mailed to Class Members in the form, without material variation, attached as Exhibit 1 and incorporated by reference into this Agreement.

I. **"Class Period"** means the period from July 24, 2020 through the date of preliminary approval.

J. **"Class Period End Date"** means the date of preliminary approval.

K. **"Class Representative"** means Ben Dinh, the named Plaintiff in this Lawsuit, who is seeking Court approval to serve as the Class Representative for settlement purposes.

L. **"Class Representative's Service Award"** means the amount to be paid to the Class Representative for initiating the Lawsuit and providing services in support of the Lawsuit, as approved by the Court.

M. **"Compensable Workweeks"** means the number of calendar weeks that a Class Member was employed by Defendant as a non-exempt employee at any time in California at its California facilities during the Class Period, including the PAGA Period.

N. **"Court"** means the Alameda County Superior Court.

O. **"Defense Counsel"** means Jared W. Speier and Lindsay Bowden of Stradling Yocca Carlson & Rauth LLP.

P. **"Effective Date"** means the date on which the Settlement becomes "Final," which

means the latest date on which the following events have occurred: (i) the Superior Court has granted Final Approval and entered its Final Judgment approving the Settlement, without material modification and either: (i) the applicable date for seeking appellate review of the Superior Court's Final Approval has passed without a timely appeal or request for review having been made; or (ii) the California Court of Appeal or the California Supreme Court has rendered a final judgment affirming the Superior Court's Final Approval without material modification, and the time for any further appeal has expired.

Q. **"Final Approval"** means the Court's order granting final approval of the Settlement.

R. **"Final Approval Hearing"** means the Court's hearing on the motion for Final Approval of the Settlement.

S. **"Final Judgment"** means the Judgment entered by the Court upon granting Final Approval of the Settlement.

T. **"Individual Class Payment"** or **"Individual Class Payments"** means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Compensable Workweeks worked during the Class Period, as explained below in Paragraph 17.

U. **"Individual PAGA Payment"** or **"Individual PAGA Payments"** means the PAGA-Eligible Employee's pro rata share of 35% of the PAGA Payment, calculated according to the number of Compensable Pay Periods worked during the PAGA Period by the PAGA-Eligible Employees, whether or not they requested to be excluded from the Settlement, as explained below in Paragraph 17.

V. **"LWDA"** means the California Labor and Workforce Development Agency.

W. **"LWDA PAGA Payment"** means the 65% share of the PAGA Payment paid to the LWDA under Labor Code section 2699(i).

X. **"Maximum Settlement Amount"** means Two Hundred and Ten Thousand Dollars and No Cents (\$210,000.00), which is the total amount Defendant is required to pay under the Settlement, except as provided in Paragraphs 12 and 20 below, regarding employer

1 payroll taxes on the wage payments being made under the Settlement. The Maximum Settlement
2 Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA
3 PAGA Payment, the Class Counsel Award for fees and costs, the Class Representative's Service
4 Award, and the Settlement Administration Costs. This Maximum Settlement Amount excludes
5 Defendant's contribution of employer-side payroll taxes due on the settlement payments
6 apportioned as wages, which Defendant will pay separately and in addition to the Maximum
7 Settlement Amount.

8 Y. **"Net Settlement Amount"** means the Maximum Settlement Amount, less the
9 amounts awarded for Class Counsel Fees, Class Counsel Costs, the Class Representative's
10 Service Award, the LWDA PAGA Payment, and the Settlement Administration Costs.

11 Z. **"Non-Participating Class Member"** means any Class Member who opts out of
12 the Settlement by sending the Settlement Administrator a valid and timely Request for Exclusion.

13 AA. **"Objection"** means a Class Member's valid and timely submission of a written
14 objection to the Settlement to the Settlement Administrator within the Response Deadline,
15 provided that the Class Member did not submit a Request for Exclusion.

16 BB. **"PAGA"** means the Labor Code Private Attorneys General Act of 2004, Cal.
17 Labor Code §§ 2698. *et seq.*

18 CC. **"PAGA-Eligible Employees"** means all current and former non-exempt
19 employees who are members of the Settlement Class as defined above and who have been
20 employed by Defendant in non-exempt positions during the PAGA Period.

21 DD. **"PAGA Payment"** means the total amount of Thirty Thousand Dollars
22 (\$30,000.00), in full settlement of Plaintiff's claims in the Lawsuit for civil penalties under
23 PAGA, subject to the Court's approval, to be paid from the Maximum Settlement Amount. Of
24 this amount, 65% (\$19,500.00) will be paid to the LWDA and 35% (\$10,500.00) will be paid to
25 the PAGA-Eligible Employees, whether or not they opt out of the Class Settlement.

26 EE. **"PAGA Period"** means the period between July 24, 2023 and the Class Period
27 End Date.

28 FF. **"PAGA-Eligible Employees' Released Claims"** means the PAGA claims being

released as described in Paragraph 22 below.

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

HH. **“Pay Periods”** means the number of pay periods in which a class member performed work for Defendant.

II. **“Preliminary Approval Order”** means the Court’s Order granting preliminary approval of the Settlement.

JJ. **“Released Parties”** means Defendant and all of its former and present parents, subsidiaries, divisions, corporate members, and affiliated companies, and their respective officers, directors, exempt employees, partners, shareholders, agents, successors, assigns, and legal representatives.

KK. **“Request for Exclusion”** means a Class Member’s valid and timely submission of a written request to the Settlement Administrator to be excluded from the Class Settlement, signed by the Class Member.

LL. **“Response Deadline”** means 45 days after the Settlement Administrator mails the Class Notice to the Class Members, and shall be the last date on which Class Members may mail, e-mail, or fax (1) Requests for Exclusion from the Settlement, (2) an Objection to the Settlement, or (3) a dispute over the number of Compensable Workweeks or Pay Periods attributed to them in the Class Notice, unless the Response Deadline is extended by up to seven days as the result of a re-mailing of the Class Notice, as explained below in Paragraph 32 below.

MM. **“Settlement”** means the settlement between Parties, which is memorialized in this Agreement, including any attached exhibits, and subject to Court approval.

NN. **“Settlement Administrator”** or **“Administrator”** means Phoenix Class Action Administration Solutions, the settlement administrator that the Parties have mutually agreed to appoint to administer this Settlement, subject to approval by the Court.

OO. **“Settlement Administration Costs”** means the Court-approved fees and reasonable costs incurred by the Settlement Administrator to administer the Settlement, to be reimbursed to the Settlement Administrator from the Maximum Settlement Amount.

RECITALS

3. **The LWDA Letter.** On July 24, 2024, Plaintiff submitted a letter to the LWDA alleging that Defendant subjected him and other current and former hourly-paid or non-exempt employees of Defendant within the State of California to certain violations under California Labor Code sections 201, 202, 203, 204, 226, 226(a), 226.7, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 17200, and IWC Wage Orders including *inter alia*, IWC Wage Order No. 1.

4. **The Lawsuit.** On July 25, 2024, Plaintiff filed the Lawsuit alleging the following seven (7) causes of action: (1) Violation of California Labor Code §§ 510, 558, 1994, 1194.3 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (3) Failure to Provide Timely Off Duty Meal Periods (Labor Code §§226.7, 512, IWC Wage Order no. 1); (4) Failure to Maintain Records and Provide Accurate Itemized Wage Statements (Labor Code §226, Wage Order No. 1); (5) Failure to Pay Wages Due Upon Termination (Labor Code §§201-203, Wage Order No. 1); (6) Failure to Allow Inspection of Employment Records (Labor Code §1198.5); and (7) Unfair Competition (Cal. Bus. & Prof. Code §§17200). Plaintiff filed a First Amended Complaint on October 7, 2024 adding an eighth cause of action for penalties under the Private Attorney General Act (“PAGA”).

5. **Mediation.** Following the filing of the Lawsuit, the Parties met and conferred with respect to the potential for resolution of the Lawsuit, and agreed to engage private mediation. Prior to mediation, Class Counsel diligently investigated the claims against Defendant, including any and all applicable defenses and the applicable law. This investigation included, *inter alia* the exchange of informal discovery, review of numerous corporate policies and practices, and analysis of the time and payroll records for the putative class. Class Counsel’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1998) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008). On June 16, 2025, the Parties participated in a full-day, arms-length mediation before Mark LeHockey of all claims alleged in the Lawsuit. With the assistance of the mediator, the Parties were able to come to a settlement of the claims in the Lawsuit, subject to the Court’s

1 approval. The settlement was memorialized in writing by all Parties by responding to a
2 mediator's proposal to settle all claims for \$210,000.000. The Parties have filed a stipulation
3 notifying the Court of the Settlement, and the Parties intend that further active litigation in this
4 action shall be stayed and suspended pending the approval of this Settlement. The negotiations
5 leading to the Settlement were at all times conducted at arm-length, and the Settlement is the
6 result of an informed and detailed analysis of Defendant's potential liability in relation to the
7 costs and risks associated with continued litigation.

8 **6. Benefits of Settlement to Plaintiff and the Class Members.** Plaintiff and Class
9 Counsel recognize the expense and length of continued proceedings necessary to litigate
10 Plaintiff's disputes in this Lawsuit through trial and through any possible appeals. Plaintiff has
11 also taken into account the uncertainty and risks of the outcome of further litigation, and the
12 difficulties and delays inherent in such litigation. Plaintiff and Class Counsel also are aware of
13 the burdens of proof necessary to establish liability for the claims asserted in the Lawsuit, both
14 generally and in response to Defendant's defenses thereto, and the difficulties in establishing
15 damages, penalties, restitution and other relief sought in the Lawsuit. Plaintiff and Class Counsel
16 also have taken into account Defendant's agreement to enter into a settlement that confers
17 substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class
18 Counsel have determined that the Settlement set forth in this Agreement is fair, adequate, and
19 reasonable and is in the best interests of all Class Members.

20 **7. Defendant's Reasons for Settlement.** Defendant has concluded that further
21 defense of the Lawsuit would be protracted and expensive. Substantial amounts of Defendant's
22 time, energy, and resources have been, and unless this Settlement is completed, shall continue to
23 be, devoted to the defense of the claims asserted by Plaintiff. Defendant also has taken into
24 account the risks of further litigation in reaching its decision to enter into this Settlement. Even
25 though Defendant contends that it is not liable for any of the claims alleged by Plaintiff in the
26 Lawsuit and denies any liability whatsoever, Defendant, nonetheless, has agreed to settle in the
27 manner and upon the terms set forth in this Stipulation and to fully and finally put to rest the
28 claims alleged in the Lawsuit.

CLASS CERTIFICATION

8. In conjunction with the Motion for Preliminary Approval, the Parties will file a stipulation and order requesting approval for Plaintiff to file a second amended complaint in Alameda County Superior Court clarifying that Plaintiff's third cause of action under Labor Code section 226.7 applies to both meal and rest periods. That second amended complaint will be deemed filed as of the date the Court grants preliminary approval, and Defendant need not submit a responsive pleading to this amended complaint.

9. **Stipulated Settlement Class.** Solely for purposes of this Settlement only, the Parties have agreed to the certification of a Settlement Class as defined herein. The Parties further agree, for purposes of this Settlement only, to the designation of the Lipeles Law Group, APC as counsel for the Settlement Class.

10. **Certification Is for Settlement Only.** For purposes of this Settlement, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Class have been met and are met. More specifically, for purposes of settlement only, the Parties stipulate and agree that the Settlement Class is ascertainable and so numerous as to make it impracticable to join all Class Members; and that there are common questions of law and fact including, but not limited to, whether Defendant failed to provide meal periods and/or to pay meal premiums in lieu thereof at the regular rate of compensation as required under Labor Code section 226.7; whether defendant failed to authorize and permit rest breaks and/or to pay rest break premiums in lieu thereof at the regular rate of compensation as required under Labor Code section 226.7; whether Defendant failed to accurately pay overtime, minimum, or regular wages, by failing to pay for off the clock work or failing to pay overtime at the correct regular rate of pay; whether Defendant failed to furnish accurate, itemized wage statements to all Class Members in accordance with Labor Code section 226; and whether Defendant is liable to the Class Members for derivative waiting time penalties pursuant to Labor Code section 203, among other common issues.

11. **Certification Stipulation Nullified if Settlement Not Approved.** Should this Settlement not become final for whatever reason, the Parties shall return to the status quo ante,

1 and the draft second amended complaint will not be filed in any court. The Parties agree that
2 certification for settlement purposes under the less stringent standard applied to settlements is in
3 no way an admission that class certification is proper under the more stringent standard applied
4 for litigation purposes. Further, the fact that the Parties were willing to stipulate provisionally to
5 class certification as part of the Settlement and any evidence of this limited Stipulation is for
6 settlement purposes only and shall have no bearing on, and shall not be deemed admissible in the
7 Lawsuit or any other proceeding, except to enforce the terms of the Settlement. Should this
8 Settlement not become final, no class claims shall be pled, and Defendant expressly reserves its
9 right to oppose class certification, as it has successfully done previously in this matter. It is
10 Defendant's position that if the Parties were to litigate the Lawsuit, class certification would be
11 inappropriate because individual issues predominate, among other reasons.

12 **MONETARY TERMS OF THE SETTLEMENT**

13 12. **Maximum Settlement Amount.** The claims of all members of the Settlement
14 Class and the PAGA-Eligible Employees, collectively, are settled for a maximum sum of Two
15 Hundred and Ten Thousand Dollars and No Cents (\$210,000.00) (the Maximum Settlement
16 Amount as defined above). This Maximum Settlement Amount is inclusive of the Class Counsel
17 Award; the Class Representative's Service Award; the Settlement Administration Costs; and the
18 PAGA Payments to the LWDA and the PAGA-Eligible Employees, all as approved by the Court.
19 The Maximum Settlement Amount excludes Defendant's contribution of employer-side payroll
20 taxes due on the settlement payments apportioned as wages, which Defendant will pay outside of
21 (in addition to) the Maximum Settlement Amount.

22 13. **Class Counsel Fees and Class Counsel Costs (the Class Counsel Award).**
23 Class Counsel shall be entitled to request attorneys' fees in an amount not to exceed Thirty-Five
24 Percent (35%) of the Maximum Settlement Amount – that is, estimated not to exceed Seventy
25 Three Thousand Five Hundred Dollars and No Cents (\$73,500.00) if the Maximum Settlement
26 Amount is unchanged, plus reimbursement of actual litigation costs in an amount not to exceed
27 Sixteen Thousand Five Hundred Dollars and No Cents (\$16,500.00). Class Counsel's request for
28 such attorneys' fees and costs shall be subject to approval by the Court. Defendant agrees not to

1 oppose or object to Class Counsel's request for attorneys' fees or reasonable costs within these
2 limits. In the event the Court awards Class Counsel less than these (or any other) requested
3 amounts, the difference shall become part of the Net Settlement Amount and shall be distributed
4 to Participating Class Members as part of their Individual Class Payments. Class Counsel shall
5 be solely and legally responsible to pay all applicable taxes due on the Class Counsel Award.
6 Class Counsel shall provide the Settlement Administrator with properly completed and signed
7 copies of their IRS Form W-9(s) in order for the Settlement Administrator to process the Class
8 Counsel Award approved by the Court. The Settlement Administrator shall issue an IRS Form
9 1099 to Class Counsel for the amount of the Class Counsel Award.

10 14. **Class Representative's Service Award.** For purposes of this Settlement only, the
11 Parties agree to the designation of Plaintiff Ben Dinh as the Class Representative. In recognition
12 of his time and effort in bringing and presenting the Lawsuit and for releasing the Plaintiff's
13 Released Claims, Plaintiff shall request a Class Representative's Service Award not to exceed
14 Five Thousand Dollars (\$5,000.00), to be paid from the Maximum Settlement Amount.
15 Plaintiff's request for such award shall be subject to approval by the Court. Defendant agrees not
16 to oppose or object to Plaintiff's request for a Class Representative's Service Award that does not
17 exceed this amount. The Class Representative's Service Award will be in addition to Plaintiff's
18 Individual Class Payment paid pursuant to the Settlement and/or any PAGA Payment paid to him
19 pursuant to the Settlement. The Settlement Administrator shall issue an IRS Form 1099 to
20 Plaintiff for his Class Representative's Service Award. Plaintiff shall be solely and legally
21 responsible to pay any and all applicable taxes due on his Class Representative's Service Award.
22 Any amount requested by Plaintiff for the Class Representative's Service Award and not awarded
23 by the Court shall become part of the Net Settlement Amount and shall be distributed to
24 Participating Class Members as part of their Individual Class Payments.

25 15. **Settlement Administration Costs.** Subject to the Court's approval, Defendant
26 shall reimburse the Settlement Administration Costs, which are currently estimated to not exceed
27 Seven Thousand Two Hundred Fifty Dollars and No Cents (\$7,250.00), to be paid from the
28 Maximum Settlement Amount. Prior to the filing of Plaintiff's motion for Final Approval of the

1 Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the
2 Settlement Administration Costs to date.

3 16. **PAGA Payments.** Defendant shall pay the total sum of Thirty Thousand Dollars
4 (\$30,000.00) to resolve the claims asserted by Plaintiff Ben Dinh, as proxy for the State of
5 California and by the State of California itself (including the LWDA), for civil penalties under
6 PAGA. Sixty-five percent (65%) of this amount (\$19,500.00) will be paid to the LWDA as the
7 State of California's settlement share of the civil penalties claimed by Plaintiff pursuant to
8 PAGA. The remaining thirty-five percent (35%) (\$10,500.00) will be distributed to the PAGA-
9 Eligible Employees, based on their proportionate share of Compensable Pay Periods worked
10 during the PAGA Period. These PAGA Payments to the LWDA and PAGA-Eligible Employees
11 will be paid out of the Maximum Settlement Amount. Defendant represents that the PAGA-
12 Eligible Employees worked a collective 983 Pay Periods from July 24, 2023 through June 16,
13 2025.

14 17. **Individual Class Payments.** The Settlement Administrator will determine the
15 Net Settlement Amount by deducting the Class Counsel Award, the Class Representative's
16 Service Award, the PAGA Payment, and the Settlement Administration Costs from the Maximum
17 Settlement Amount. The Settlement Administrator will distribute the Individual Class Payments
18 to the Participating Class Members from the Net Settlement Amount. The Administrator will
19 calculate each Participating Class Member's Individual Class Payment by determining the total
20 number of Compensable Workweeks worked by all Participating Class Members during the Class
21 Period, dividing that number into the Net Settlement Amount to determine the per-workweek
22 value of each Compensable Workweek, and then multiplying that sum by the number of
23 Compensable Workweeks worked by each Participating Class Member during the Class Period.

24 18. **Individual PAGA Payments.** The Settlement Administrator will calculate each
25 eligible employee's Individual PAGA Payment by dividing the 35% portion of the PAGA
26 Payment to be distributed to those individuals, i.e. Ten Thousand Five Hundred Dollars
27 (\$10,500.00), by the total number of Compensable Pay Periods worked by all of the PAGA-
28 Eligible Employees during the PAGA Period to derive the per-pay period value of the Individual

1 PAGA Payments, and then multiplying that sum by the number of Compensable Pay Periods
2 worked by each such employee during the PAGA Period.

3 **19. Tax Treatment of Individual Class and PAGA Payments.** The Parties
4 recognize that a portion of the settlement amounts to be paid to the Settlement Class Members
5 under this Settlement are wages for the relief sought in the Lawsuit. The Parties agree that ten
6 percent (10%) of the settlement amounts paid to Settlement Class Members will be treated as
7 payments in settlement of wage claims, subject to W-2 reporting. Applicable employee-side tax
8 deductions and payroll withholdings will be taken from this portion of the payments. The
9 remaining ninety percent (90%) of the settlement payments to those Settlement Class Members
10 will be treated as payments in settlement of claims for penalties and interest sought in the
11 Lawsuit. One hundred percent (100%) of the settlement payments to PAGA-Eligible Employees
12 will be treated as payments in settlement of claims for penalties sought in the Lawsuit. The
13 Settlement Administrator shall issue an IRS Form W-2 to each Participating Class Member for
14 the portion of each Individual Class Payment allocated as unpaid wages. These payments shall be
15 subject to all applicable tax withholdings. The Settlement Administrator shall issue an IRS Form
16 1099 to each Participating Class Member for the remaining portion of each Individual Class
17 Payments. The Settlement Administrator shall also issue an IRS Form 1099 for the Individual
18 PAGA Payments. The non-wage portions of the Individual Class Payments and the entirety of
19 the Individual PAGA Payments will be allocated as non-wage penalties and interest and shall not
20 be subject to payroll tax withholdings.

21 **20. Employer Payroll Taxes.** The Maximum Settlement Amount shall resolve,
22 satisfy and completely extinguish all of Defendant's liability with respect to the Class Members,
23 except that Defendant shall be responsible for paying Defendant's share of employer-side payroll
24 taxes on the portion of the Individual Class Payments that constitute wages. Plaintiff and Class
25 Members will be responsible for paying any taxes that may be owed on amounts they receive
26 under the Settlement, including amounts being reported on the IRS Form 1099. Defendant will
27 pay these taxes, as calculated by the Settlement Administrator, in addition to the Maximum
28 Settlement Amount. Upon Defendant's funding of the Maximum Settlement Amount and the

1 employer portion of payroll taxes on the portion of the Individual Class Payments that constitutes
2 wages, Defendant shall have no further payment or defense obligation whatsoever with respect to
3 any claims covered by this Settlement made or asserted by any person or entity anywhere in the
4 world in connection with the Class Members.

5 **RELEASES**

6 21. **Participating Class Members' Released Claims.** Upon final approval of the
7 Settlement and on the date when Defendant fully funds the Maximum Settlement Amount and its
8 share of employer payroll taxes owed on the wage portion of the Individual Class Payments,
9 Plaintiff Ben Dinh and each Participating Class Member, as defined herein, will fully, finally and
10 forever release, settle, compromise, relinquish, and discharge Defendant and all of the Released
11 Parties from any and all claims, rights, demands, liabilities, and causes of action of every nature
12 and description, arising during the Class Period, including statutory, contractual, or common law
13 claims for wages, damages, penalties, liquidated damages, interest, attorneys' fees, litigation
14 costs, restitution, or equitable relief – whether asserted under the California Labor Code, Business
15 and Professions Code §§ 17200 *et seq.*, the applicable wage orders at California Code of
16 Regulations, Title 8, Section 11000 *et seq.*, or otherwise – that arise out of or are reasonably
17 related to the factual allegations that were alleged or could have been alleged based on the factual
18 allegations in Plaintiff's operative Second Amended Complaint relating to Plaintiff's claims,
19 including but not limited to: (a) any and all claims for failure to pay minimum wages under Labor
20 Code sections 204, 210, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the applicable wage orders,
21 including but not limited to claims alleging failure to pay for "off the clock" work, failure to pay
22 overtime at the correct regular rate of pay, including but not limited to, Defendant's alleged
23 practice of rounding wages; (b) any and all claims for failure to pay overtime owed under Labor
24 Code sections 510, 1194, 1197, 1198, and the applicable wage orders or any other laws governing
25 overtime pay, including but not limited to claims alleging failure to pay for "off the clock" work
26 and/or failure to pay overtime at the correct regular rate of pay; (c) any and all claims for failure
27 to provide lawful meal periods under Labor Code sections 218.6, 226.7, 512, 1198, the applicable
28 wage orders, and/or failure to pay meal premiums at the correct regular rate of pay; (d) any and

1 all claims for failure to authorize and permit rest periods under Labor Code sections 218.6, 226.7,
2 1198, the applicable wage orders, and Civil Code section 3287, and/or to pay rest period
3 premiums in lieu thereof at the correct regular rate of compensation as required; (e) any and all
4 claims for failure to timely pay wages during employment under Labor Code sections 204, 210,
5 218.5, 218.6, 510 and 1194; (f) any and all claims for failure to pay wages owed upon separation
6 from employment under Labor Code sections 201-203; (g) any and all claims for knowing and
7 intentional failure to furnish accurate itemized wage statements under Labor Code sections 226,
8 including allegations that Defendant omitted required information, failed to accurately include all
9 applicable hourly rates and corresponding number of hours worked, did not maintain complete
10 and accurate payroll records pertaining to total hours worked; (h) any and all claims for violation
11 of the Unfair Competition Law under Business and Professions Code section 17200, *et seq.*; and
12 (i) any and all claims for attorneys' fees and costs.

13 22. **PAGA-Eligible Employees' Released Claims.** Upon final approval of the
14 Settlement and on the date when Defendant fully funds the Maximum Settlement Amount and its
15 share of employer payroll taxes owed on the wage portion of the Individual Class Payments,
16 Plaintiff Ben Dinh, as an agent and proxy of the State of California (including the LWDA), and
17 the State of California itself, acting on behalf of each and all of the PAGA-Eligible Employees,
18 regardless of whether they choose to exclude themselves from the Class Settlement, shall release
19 Defendant and all of the Released Parties, from any and all claims, rights, demands, liabilities,
20 and causes of action of every nature and description for PAGA civil penalties arising during the
21 PAGA Period arising out of the California Private Attorneys General Act of 2004, Labor Code §§
22 2698 *et seq.*, based on any of the underlying claims and factual allegations that were alleged, or
23 reasonably could have been alleged in Plaintiff's operative Complaint and/or in Plaintiff Ben
24 Dinh's notice letter(s) provided to the LWDA, including but not limited to claims for: (a) failure
25 to pay minimum wages under Labor Code sections 204, 210, 558, 1194, 1197, 1197.1, 1198 and
26 the applicable wage order, including but not limited to claims alleging failure to pay for "off the
27 clock" work, failure to pay overtime at the correct regular rate of pay, including but not limited
28 to, Defendant's alleged practice of rounding wages; (b) failure to pay overtime owed under Labor

Code sections 510, 1194, 1197, 1198, and the applicable wage orders or any other applicable laws governing overtime pay, including but not limited to claims alleging failure to pay for “off the clock” work and/or failure to pay overtime at the correct regular rate of pay; (c) failure to provide lawful meal periods under Labor Code sections 218.6, 226.7, 512, 1198, the applicable wage orders, and/or failure to pay meal premiums at the correct regular rate of pay; (d) failure to authorize and permit rest periods under Labor Code sections 218.6, 226.7, 1198, the applicable wage orders, and Civil Code section 3287 and/or failure to pay rest premiums at the correct regular rate of pay; (e) failure to timely pay wages during employment under Labor Code sections 204, 210, 218.5, 218.6, 510, 1194; (f) failure to timely pay wages owed upon separation from employment under Labor Code sections 201-203; (g) knowing and intentional failure to comply with itemized wage statement provisions in violation of Labor Code sections 226, including allegations that Defendant omitted required information, failed to accurately include all applicable hourly rates and corresponding number of hours worked, did not maintain accurate records pertaining to total hours worked, failed to maintain adequate records, and also derivative violations for the above-stated Labor Code claims; and (h) any and all claims for attorneys’ fees and costs. It is the intent of the Parties that, to the fullest extent permitted by law, the PAGA-Eligible Employees will be deemed to have released all such PAGA claims arising during the PAGA Period.

23. **No Right to Opt Out of PAGA Settlement.** It is understood and agreed that PAGA-Eligible Employees will not have the opportunity to opt out of this PAGA Release even if they have requested to be excluded from the Class Settlement. It is the intent of the Parties that, to the fullest extent permitted by law, the PAGA-Eligible Employees will be deemed to have released all such PAGA claims arising during the PAGA Period.

24. **Plaintiff’s Additional Release.** In addition to the Class Members’ Released Claims and the PAGA-Eligible Employees’ Released Claims, upon final approval of the Settlement and on the date when Defendant fully funds the Maximum Settlement Amount and its share of any employer payroll taxes, Plaintiff Ben Dinh, in his individual capacity, will in exchange for the Class Representative’s Service Payment, execute a general release of any and all

claims he may have against Defendant and Released Parties, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, arising as of the date of execution of this Agreement, including but not limited to claims arising from or related to his employment with Defendant, his termination of employment with Defendant (if any), his compensation while in Defendant's employ, and all other dealings he has had with the Defendant and the other Released Parties referenced above. Plaintiff expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving his rights under section 1542 not to otherwise release unknown claims. Section 1542 of the Civil Code of the State of California states as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist 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 to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all claims that Plaintiff does not know or suspect to exist in his favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any such claims.

Notwithstanding the foregoing, this release specifically excludes any claims Plaintiff has or may have that are not waivable by law, including claims for unemployment insurance, disability, social security, workers compensation, and the right to receive benefits under any retirement plan.

MOTION FOR PRELIMINARY APPROVAL

25. **Mutual Duty of Cooperation to Seek Approval.** The Parties agree to work diligently and cooperatively to have this Settlement expeditiously presented to the Court for preliminary approval. Class Counsel will prepare and Plaintiff shall file a motion for preliminary approval of the Settlement after executing this Agreement. Class Counsel will prepare the motion and submit it to Defense Counsel for their review and approval at least seven (7) business days before filing. Defense Counsel agrees to provide any comments, feedback, and/or proposed

1 revisions to Plaintiff's Motion for Preliminary Approval within five (5) business days thereafter,
2 and to meet and confer in good faith to reach a mutually agreeable final version for filing.
3 Plaintiff shall not file the preliminary approval motion without the approval of Defense Counsel,
4 provided Defense Counsel provides its comments, feedback, and/or proposed revisions to the
5 motion within five (5) business days as set forth above. Defendant shall not oppose Plaintiff's
6 motion for preliminary approval. Upon filing the motion for preliminary approval, Class Counsel
7 will also timely file the necessary notification of this Agreement to the LWDA as may be
8 required by Labor Code sections 2699(1)(2) and (3) or other provisions of PAGA.

9 26. **Contents of Preliminary Approval Order.** As part of the motion for preliminary
10 approval, the Parties shall apply to the Court for the entry of an Order as follows:

- 11 a. Certifying the Settlement Class for settlement purposes only;
- 12 b. Approving, as to form and content, the proposed Class Notice
13 (**Exhibit 1** attached hereto);
- 14 c. Approving the manner and method for Class Members to object to
15 or request exclusion from the Settlement, as contained herein and within the Class Notice;
- 16 d. Directing the mailing of the Class Notices to Class Members, by
17 first class mail;
- 18 e. Preliminarily approving the Settlement, subject only to the
19 objections of Class Members and final review by the Court;
- 20 f. Accepting and deeming filed the second amended complaint
21 clarifying that Plaintiff's third cause of action under Labor Code section 226.7 applies to both
22 meal and rest periods; and
- 23 g. Setting a date and time for the Final Approval Hearing.

24 27. **Resolution of Court Concerns.** If the Court does not initially grant preliminary
25 approval or conditions preliminary approval on any material change to this Agreement, Class
26 Counsel and Defense Counsel will expeditiously work together, and in good faith, to modify the
27 Agreement and/or otherwise satisfy the Court's concerns.

28 ///

SETTLEMENT ADMINISTRATION

28. **Selection of Settlement Administrator.** The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Settlement Administrator and verified that, as a condition of appointment, the Settlement Administrator agrees to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Settlement Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.

29. **Qualified Settlement Fund.** The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation section 468B-1. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities, except as otherwise required or permitted by law.

30. **Transmission of Class Data to Administrator.** Within thirty (30) calendar days after the Court grants preliminary approval of the Settlement, to the extent practicable, Defendant will securely provide the Settlement Administrator with the Class Data, including the names, last known addresses and telephone numbers, and social security numbers of the Settlement Class Members, along with data sufficient for the Settlement Administrator to calculate the number of workweeks or Pay Periods worked by each Settlement Class Member during the relevant Class Period and PAGA Period, as reflected in Defendant's records. Prior to mailing the Notice, the Settlement Administrator shall provide Class Counsel with the total Compensable Workweeks or Pay Periods during the Class Period and PAGA Period evidenced by the Class Data. Except for the provision of the total Compensable Workweeks or as otherwise permitted herein, the Administrator will retain the Class Data and will not share the information contained in the Class Data with Class Counsel.

31. **Mailing of Class Notices.** Within twenty (20) calendar days after receiving the Class Data from Defendant, the Settlement Administrator shall mail copies of the Court-approved Class Notice, substantially in the form attached hereto as Exhibit 1, to all Class Members via

1 regular First-Class U.S. Mail in English. Prior to mailing, the Settlement Administrator will
2 perform a search based on the National Change of Address Database for information to update
3 and correct for any known or identifiable address changes. The address identified by the
4 Settlement Administrator as the current mailing address shall be presumed to be the most current
5 mailing address for each Class Member. The Parties agree that this procedure for notice provides
6 the best notice practicable to Class Members and fully complies with due process.

7 **32. Returned or Non-Deliverable Class Notices.** In the event of any returned or
8 non-deliverable Class Notice, the Settlement Administrator will make reasonable efforts to locate
9 Class Members and re-send the Class Notices. Any Class Notice returned to the Settlement
10 Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the
11 forwarding address affixed thereto within five (5) calendar days of receipt of the returned Class
12 Notice by the Settlement Administrator. If no forwarding address is provided, the Administrator
13 shall attempt to determine a correct address by the use of skip-tracing, or other type of automated
14 search, using the name, address and/or Social Security number of the Class Member involved,
15 and shall then perform a re-mailing to the Class Member whose Class Notice was returned as
16 non-deliverable within five (5) calendar days of receipt of the returned Notice by the
17 Administrator, assuming another mailing address is identified by the Administrator. The
18 deadlines for Class Members to submit written Objections, Requests or Exclusion, or challenges
19 to Compensable Workweeks will be extended an additional seven (7) calendar days from the date
20 of the re-mailing, even if this results in an extension of the otherwise-applicable 45-day Response
21 Deadline. If the seventh day after re-mailing falls on a Sunday or Federal holiday, the Response
22 Deadline for the re-mailed notice will be extended to the next day on which the U.S Postal
23 Service is open. If these procedures are followed, notice to Class Members shall be deemed to
24 have been fully satisfied, and if the intended recipient of the Settlement Notice does not receive
25 the Class Notice, the intended recipient shall nevertheless remain a Class Member and shall be
26 bound by all terms of the Settlement and the Final Order and Judgment.

27 **33. Determination of Individual Class Payments and Individual PAGA Payments.**
28 The Settlement Administrator shall determine the eligibility for, and the amounts of, each

1 Individual Class Payment and Individual PAGA Payment under the terms of this Agreement
2 based on the number of Compensable Workweeks or Pay Periods worked by each Class Member
3 in the applicable Class Period and/or PAGA Period. The Administrator will then include the
4 estimated number of Compensable Workweeks and Pay Periods and the individual payment
5 amounts in each Class Member's Class Notice.

6 34. **Workweek Disputes.** Class Members who wish to contest the calculation of their
7 Settlement Payment and the number of eligible Compensable Workweeks and Pay Periods set
8 forth in the Notice may submit a written statement to the Settlement Administrator within the
9 Response Deadline setting forth the number of Compensable Workweeks and Pay Periods they
10 believe should be credited to them within the applicable Class Period or PAGA Period,
11 accompanied by any supporting documentation of their claim via mail, e-mail, or facsimile. The
12 Settlement Administrator, in consultation with Class Counsel and Defense Counsel, will review
13 the pertinent payroll records, which Defendant agrees to make available to the Settlement
14 Administrator as needed. Such disputes will be submitted and initially resolved by the Settlement
15 Administrator, subject to final resolution by the Court, if necessary. In the event of such dispute,
16 Defendant's payroll records will be deemed to have a rebuttable presumption of correctness.
17 Prior to any resort to the Court, Class Counsel and Defense Counsel will meet and confer in good
18 faith in an attempt to resolve the dispute. The Settlement Administrator's decision as to the total
19 number of eligible Compensable Workweeks and Pay Periods shall be final and non-appealable,
20 subject to the ultimate oversight and approval of the Court if necessary.

21 35. **Objections to the Settlement.** Any Participating Class Member may object to the
22 Settlement by submitting a written objection to the Settlement Administrator within the Response
23 Deadline, unless that deadline has been extended by a re-mailing of the Class Notice, via mail, e-
24 mail, or facsimile. An objection should include: (a) the objector's full name, signature, address,
25 telephone number, and last four (4) digits of their social security number; (b) a written statement
26 of the grounds for the objection accompanied by any legal support for such objection; and (c)
27 copies of any papers, briefs, or other documents upon which the objection is based. Objecting
28 Class Members may appear at the Final Approval Hearing either in person, or through counsel

1 retained at Class Member's own expense, to have their objection heard, whether or not they had
2 submitted a prior written objection as specified in this section. The Court will rule on any
3 objections to the Settlement at the Final Approval Hearing. An objection may be withdrawn at
4 any time. The Settlement Administrator shall provide objections, if any, to Class Counsel and
5 Defense Counsel via email within three (3) calendar days of receipt, and the Settlement
6 Administrator shall attach any objections to its declaration of due diligence, which is to be filed
7 with the Court prior to the Final Approval Hearing. Any Participating Class Member who files an
8 objection remains eligible to receive monetary compensation from the Settlement. At no time
9 shall any of the Parties, Class Counsel, or Defense Counsel solicit or otherwise encourage or
10 discourage Class Members from submitting an Objection or filing an appeal from the Final Order
11 and Judgment. Class Members who submit a Request for Exclusion are ineligible to object to the
12 Settlement.

13 **36. Requests for Exclusion.** Any Class Member may request to exclude themselves
14 from ("opt out" of) the Settlement by submitting a signed, written request to the Settlement
15 Administrator, clearly communicating that the Class Member wishes to be excluded from the
16 Settlement. To be timely and valid, the Request for Exclusion must be mailed (determined by
17 valid postmark), emailed or faxed to the Settlement Administrator by the Response Deadline.
18 The Request for Exclusion should contain the Class Member's name, address, signature, date,
19 telephone number or email address, last four (4) digits of their social security number, the name
20 of the case, and a clear statement requesting to be excluded from the Settlement stating: "I wish to
21 exclude myself from the class settlement reached in the matter of *Dinh v. AMPEX Data Systems*
22 *Corporation*. I understand that by excluding myself, I will not receive money from the settlement
23 of my individual claims." Class Members who submit a timely Request for Exclusion will be
24 referred to as Non-Participating Class Members. The Settlement Administrator will accept any
25 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
26 person as a Class Member and the Class Member's desire to be excluded. Non-Participating
27 Class Members will not be entitled to receive an Individual Class Payment under the Settlement,
28 will not be bound by the terms and conditions of the Class Settlement, and will not be releasing

1 any of the Class Members' Released Claims. However, Non-Participating Class Members who
2 are PAGA-Eligible Employees will still receive Individual PAGA Payments and are precluded
3 from bringing PAGA-Released Claims that are released by Plaintiff and the State of California, as
4 described above. Any Class Member who does not submit a timely Request for Exclusion will be
5 deemed to be a Participating Class Member and will be bound by the terms and conditions of the
6 Settlement.

7 **37. Revocation of Settlement by Defendant.** If ten percent (10%) or more of the
8 Class Members request to opt out of the Settlement Class, Defendant will have the sole and
9 absolute discretion to revoke/rescind the Settlement, in which case the Settlement and all actions
10 taken in its furtherance will be null and void, however, Defendant will be required to reimburse
11 the Settlement Administrator for any administration costs incurred prior to such
12 revocation/rescission. The Settlement Administrator shall provide a list of all Class Members
13 who submitted valid Requests for Exclusion, as well as the Requests for Exclusion, within
14 fourteen (14) days after the Response Date. If Defendant elects to revoke/rescind the Agreement,
15 it must provide written notice of such revocation to Class Counsel within fourteen (14) days after
16 receiving the final list of Requests for Exclusion from the Settlement Administrator. Defendant
17 agrees to meet and confer in good faith with Class Counsel before rescinding or voiding the
18 Agreement. Such rescission shall have the same effect as a termination of this Agreement for
19 failure to satisfy a condition of settlement, and the Agreement shall become null and void and
20 have no further force or effect. No Party will encourage any Class Member to opt out of the
21 Settlement. The PAGA-Eligible Employees shall have no right to exclude themselves from the
22 Settlement of the PAGA claims herein if the Settlement is granted Final Approval by the Court.

23 **38. Workweek Count.** Defendant represents that the Settlement Class worked a
24 collective 3,987 workweeks covering the period from July 25, 2020 through June 16, 2025. The
25 Parties agree that if the actual number of workweeks worked by the Settlement Class from July
26 25, 2020 through June 16, 2025, should be determined prior to Final Approval to be ten percent
27 (10%) or more above 3,987 workweeks, then the Parties shall meet and confer about next steps
28

1 and, absent any agreement to the contrary, Plaintiff will have the right, in his sole and absolute
2 discretion, to revoke the Agreement.

3 **39. Weekly Status Reports.** Following the mailing of the Class Notice, the
4 Settlement Administrator will provide Class Counsel and Defense Counsel with weekly reports
5 of, among other things: the number of Class Notices mailed or re-mailed, Class Notices returned
6 undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, and
7 challenges to the number of Compensable Workweeks received and/or resolved. The
8 Administrator will promptly provide counsel for the Parties with copies of any objections
9 received. Additionally, the Settlement Administrator will provide to counsel for the Parties any
10 other updated reports regarding the administration of the Settlement as may be needed or
11 requested from time to time, including any declarations required by the Court.

12 **40. Other Duties of the Settlement Administrator.** The Settlement Administrator
13 shall perform such other duties as may be necessary from time to time, as directed by Counsel or
14 the Court. This shall include, among other things: (1) maintaining and monitoring an email
15 address and toll-free telephone number to receive and respond to Class Member calls, faxes and
16 emails; (2) establishing and maintaining an internet website to post necessary information for
17 Class Members regarding this Agreement and the Final Approval Hearing, including copies of the
18 Agreement, Preliminary Approval Order and Final Judgment and any documents required by the
19 Court; (3) providing Counsel for the Parties with a declaration suitable for filing in Court at least
20 14 days before Plaintiff is required to file his motion for Final Approval of the Settlement,
21 attesting to the Administrator's compliance with all of its obligations under the Agreement and
22 other necessary information regarding the Class Notices, Requests for Exclusion, Objections, and
23 workweek disputes; and (4) providing a final report and compliance declaration suitable for filing
24 with the Court following the Administrator's disbursement of all the payments required by this
25 Agreement, in accordance with any deadlines set by the Court.

26 **MOTION FOR FINAL APPROVAL**

27 **41. Final Settlement Approval Hearing and Entry of Final Order and Judgment.**
28 Following expiration of the Response Deadline, Plaintiff shall prepare and file a motion seeking

Final Approval of the Settlement, including a request for approval of the PAGA settlement under Labor Code section 2699(1)(2), a proposed Final Approval Order, and a proposed Judgment, which Defendant will not oppose. Plaintiff shall provide drafts of the motion for Final Approval and proposed Final Order and Judgment to Defense Counsel not later than seven (7) business days prior to filing the motion. Defense Counsel agrees to provide any comments, feedback, and/or proposed revisions to Plaintiff's Motion for Final Approval within five (5) business days thereafter, and to meet and confer in good faith to reach a mutually agreeable final version for filing. Plaintiff shall not file the final approval motion without the approval of Defense Counsel, provided Defense Counsel provides its comments, feedback, and/or proposed revisions to the motion within five (5) business days as set forth above. Plaintiff's motion for Final Approval shall be accompanied by a declaration from the Settlement Administrator, as referenced above, describing the process and results of the administration of the Settlement to date. Plaintiff's Motion for Final Approval will include a request for approval of the Class Representative's Service Award and the Class Counsel Award, which Defendant will not oppose. Plaintiff's motion will specify how they wish the total award of attorneys' fees and costs to be apportioned among Plaintiff's counsel in the Lawsuit. If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval is reversed or materially modified on appellate review, then this Settlement will become null and void.

42. **Contents of Proposed Final Order and Judgment.** The proposed Final Order and Judgment will include, among other things:

- a. Final Approval of the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- b. Approval of Class Counsel's application for an award of attorneys' fees and costs;
- c. Approval of the Class Representative's Service Award payment to Plaintiff;
- d. Approval of the Settlement Administration Costs;
- e. Approval of the PAGA Payments;

f. The setting of a date when the Parties shall submit the final report regarding the distribution of the Maximum Settlement Amount pursuant to California Code of Civil Procedure section 384, and, if necessary, a date for a final accounting hearing following its receipt of the final report;

g. The entering of a judgment in the Lawsuit that is intended to preclude any Class Members from pursuing any individual, class or representative claims against any of the Released Parties that have been released herein pursuant to the Agreement, upon satisfaction of all payments and obligations hereunder, excluding the Class claims of those persons who submitted valid and timely Requests for Exclusion.

43. **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, the Parties will expeditiously work together in good faith to address the Court's concerns, including, if necessary, by revising the Agreement to obtain Final Approval and preparing any declarations or other evidence required by the Court. The Court's decision to award less than the amounts requested for the Class Representative's Service Payment, Class Counsel Award, PAGA Payments, and/or Settlement Administration Costs shall not constitute a material modification of the Agreement within the meaning of this Paragraph.

44. **Jurisdiction of the Court Following Judgment.** Following entry of the Final Order and Judgment, the Court shall retain continuing jurisdiction pursuant to California Rules of Court, Rule 3.769 and Code of Civil Procedure section 664.6 solely with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith; and addressing any other settlement administration and compliance matters that may require its attention. If any party brings an action to enforce the terms of this Agreement, the prevailing party shall be entitled to its/his reasonable attorneys' fees and costs.

SETTLEMENT FUNDING AND PAYMENTS

45. **Information from Settlement Administrator Regarding Funding.** Not later than ten (10) calendar days after the Court's grant of Final Approval of the Settlement, the

1 Settlement Administrator will provide Defense Counsel with an accounting of all anticipated
2 payments from the QSF as specified in this Agreement and approved by the Court, including all
3 necessary routing and payment instructions to the QSF, and including the amount due for the
4 employer's share of payroll taxes on the wage payments to be made outside the Maximum
5 Settlement Amount. The Settlement Administrator also will provide counsel for the Parties with
6 at least fourteen (14) calendar days of lead time, whether before or after the funding date but
7 before the scheduled distribution date, in which to review the Administrator's proposed payment
8 calculations.

9 **46. Funding of Settlement.** Within thirty (30) days of the Effective Date, Defendant
10 will wire the amounts necessary to fund the Maximum Settlement Amount, together with the
11 amount that the Settlement Administrator has determined or estimated to be Defendant's share of
12 employer taxes due on the wages being paid under the Settlement to the agreed-upon Settlement
13 Administrator.

14 **47. Timing of Settlement Disbursements.** Within fifteen (15) days after Defendant
15 has wired the amounts necessary to fund the Settlement to the Settlement Administrator, the
16 Settlement Administrator will distribute the payments to Plaintiff for his Class Representative's
17 Service Award, to Class Counsel for their Class Counsel Award, to the LWDA, to the
18 Participating Class Members for their Individual Class Payments, to all PAGA-Eligible
19 Employees for their Individual PAGA Payments, and to itself for the Settlement Administration
20 Costs. Before making any distributions, the Settlement Administrator will send counsel for the
21 Parties, for their approval, a draft set of the calculations it has prepared for distribution to the
22 members of the Settlement Class.

23 **48. Mailing of Individual Payments.** The Settlement Administrator shall mail the
24 Individual Class Payments and Individual PAGA Payments by regular First-Class U.S. Mail to
25 each person's last known mailing address. Prior to mailing the payments, the Settlement
26 Administrator shall perform a search based on the National Change of Address Database
27 maintained by the United States Postal Service to update and correct any known or identifiable
28 address changes.

1 49. **Non-Reversionary Settlement; No Claim Necessary.** This will be a non-
2 reversionary “all-in” settlement. No unclaimed amounts will revert to Defendant. To the extent
3 any eligible Class Member submits an election not to participate, the amounts that would
4 otherwise be paid to them under the Settlement will be redistributed to the other Participating
5 Class Members. There will not be a claims process and Class Members will not be required to
6 submit a claim in order to receive a share of the Net Settlement Amount. To the extent the Court
7 does not approve the full requested attorneys’ fees, litigation costs, Class Representative’s
8 Service Award or Settlement Administration Costs, the Net Settlement Amount will increase
9 accordingly by the difference between the requested amounts and the amounts awarded by the
10 Court. If this Settlement is not finally approved by the Court in full, or is terminated, rescinded,
11 canceled or fails to become effective for any reason, or if the Effective Date does not occur, then
12 no portion of the Maximum Settlement Amount shall be paid.

13 50. **Disposition of Uncashed Checks.** All Individual Class Payment checks and/or
14 Individual PAGA Payment checks issued by the Settlement Administrator must be cashed within
15 one hundred eighty (180) days after issuance. After the expiration of the 180-day period, the
16 Settlement Administrator will void any uncashed checks. Subject to the Court’s approval, the
17 Settlement Administrator will pay the total amount of any uncashed settlement checks to the
18 California Controller's Unclaimed Property Fund in the name of the Class Member, thereby
19 leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure
20 Section 384(b).

21 51. **Settlement Binding Even If Checks Not Cashed.** In the event a Participating
22 Class Member or a PAGA-Eligible Employee fails to cash/deposit his or her Individual Class
23 Payment check and/or Individual PAGA Payment check, for whatever reason, that person shall
24 nevertheless remain bound by the Class Settlement and, if applicable, the PAGA Release.

25 **ADDITIONAL PROVISIONS**

26 52. **Nullification of Settlement for Other Reasons.** In the event: (i) the Court does
27 not enter the Preliminary Approval Order; (ii) the Court does not grant Final Approval of the
28 Settlement; (iii) the Court does not enter the Final Order and Judgment; or (iv) the Settlement

1 does not become final for any other reason, this Agreement shall be rendered null and void, and
2 any order or judgment entered by the Court in furtherance of this Agreement shall be treated as
3 void from the beginning. In such a case, this Agreement and any documents related to it shall not
4 be used by any Class Member or Class Counsel to support any claim or request for class
5 certification in the Lawsuit, and shall not be used in any other civil or administrative action
6 against Defendant or any of the other Released Parties. Notwithstanding this provision, the
7 Parties agree that they shall make a good faith effort to resolve any issues raised by the Court
8 prior to nullifying the Agreement under this provision.

9 **53. Plaintiff's Waiver of Right to Be Excluded.** Plaintiff agrees that by signing this
10 Agreement, he will be bound by the terms herein. Plaintiff further agrees that, upon signing this
11 Agreement, he will not request to be excluded from this Settlement, and that any such request for
12 exclusion by Plaintiff will be void and of no force or effect.

13 **54. Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms
14 and conditions of this Agreement, unless the Court materially modifies the Settlement, the
15 Parties, their respective counsel, and all Participating Class Members who did not object to the
16 Settlement as provided in this Agreement waive all rights to appeal from the Judgment. If an
17 objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be
18 suspended until the appeal is finally resolved and the Judgment becomes final, except as to
19 matters that do not affect the amount of the Net Settlement Amount. However, nothing in this
20 Agreement shall preclude Plaintiff from appealing from a court order denying or failing to grant
21 in full the Class Counsel Award or the Class Representative's Service Payment. Any order
22 reducing the Class Counsel Award or the Class Representative's Service Payment will not
23 constitute a material modification of the Settlement and will not be grounds on Plaintiff's part to
24 nullify or void this Settlement.

25 **55. No Credit Towards Defendant's Benefit Plans.** Neither the terms of this
26 Settlement nor any of the amounts paid to Plaintiff or any Settlement Class Member under the
27 Settlement shall have any effect on the eligibility or calculation of any employee fringe benefits
28 under Defendant's profit-sharing plans, pension plans, 401(k) plans, bonus plans, or any other

1 company-sponsored plans or benefits plans. Any Individual Class Payments or Individual PAGA
2 Payments paid under the Settlement do not represent any modification of any recipient's
3 previously-credited hours of service or other eligibility criteria, and will not be utilized to
4 calculate any additional benefits, vesting or credit under any bonus or compensation plan,
5 collective bargaining agreement, employee pension benefit plan, employee welfare benefit plan,
6 or any other program or policy sponsored by Defendant or any of Defendant's affiliates. It is the
7 intent of the Parties that the Individual Class Payments and Individual PAGA Payments provided
8 for in this Agreement are the sole payments to be made by Defendant to Class Members and
9 others in connection with this Settlement, and that the Class Members are not entitled to any new
10 or additional compensation or benefits as a result of having received the Individual Class
11 Payments and/or Individual PAGA Payments.

12 **56. No Admission of Liability, Class Certification or Representative**
13 **Manageability for Other Purposes.** Defendant denies all claims alleged in the Lawsuit and
14 denies all wrongdoing whatsoever by Defendant. Defendant further denies that any of its
15 employees has been "aggrieved" by a violation of the Labor Code. Nothing in this Agreement,
16 including its existence, nor any of its terms and conditions, nor any of the negotiations connected
17 with it, shall be construed or deemed as a concession or admission of liability, culpability,
18 negligence, or wrongdoing on the part of Defendant, and none shall be used against Defendant as
19 an admission or indication with respect to any claim of any fault, concession, or omission by
20 Defendant or that class certification is proper under the standard applied to contested certification
21 motions. The Parties agree that certification of the proposed class and representative treatment
22 under PAGA is for purposes of this Settlement only. This Agreement will not be admissible in
23 this or any other proceeding as evidence that either a class action should be certified, that
24 Plaintiff's PAGA claims are manageable for trial, or that Defendant is liable to Plaintiff or any
25 Class Member, other than according to the terms of this Agreement.

26 **57. Publicity and Confidentiality.** The Parties and their counsel will treat the terms
27 of this Settlement as strictly confidential prior to the filing of the preliminary approval motion.
28 Both before and after the filing of the preliminary approval motion, the Parties and their counsel

1 agree that they will not issue any press releases or initiate any contact with the media about this
2 case and/or the fact, amount, or terms of the Settlement. If, after the filing of the preliminary
3 approval motion, counsel for either Party receives an inquiry about the Settlement from the
4 media, counsel may respond only after the motion for preliminary approval has been filed and
5 only by stating “no comment” or words to that effect. After the filing of the preliminary approval
6 motion, Plaintiff’s counsel shall be permitted to discuss the terms of the Settlement with any
7 Settlement Class members who inquire about the terms. Furthermore, nothing in this provision
8 shall be construed as preventing Class Counsel from referring to the existence and amount of the
9 Settlement or the claims alleged in the Lawsuit, and settlement class definition in support of their
10 adequacy as counsel for a putative class or to justify an award of attorneys’ fees in other legal
11 proceedings.

12 **58. Neutral Employment Reference.** Plaintiff agrees to direct all employment
13 verification inquiries to Defendant’s Human Resources Director. In the event that Defendant’s
14 Human Resources Director receives an inquiry about Plaintiff, Defendant’s affiliate provider will
15 limit information provided to Plaintiff’s position and dates of employment, or other neutral
16 information. Defendant shall not refer to this Settlement or the Lawsuit when responding to
17 employment verification inquiries pertaining to Plaintiff.

18 **59. Tax Liability.** The Parties and their counsel make no representations as to the tax
19 treatment or legal effect of the payments specified herein, and Class Members are not relying on
20 any statement or representation by the Parties, Class Counsel or Defense Counsel in this regard.
21 Participating Class Members, PAGA-Eligible Employees, Class Counsel, and Plaintiff shall be
22 solely and legally responsible for the payment of all applicable taxes and penalties assessed on the
23 payments specified herein other than the employer’s share of the payroll taxes due on the
24 payments designated as wages.

25 **60. Circular 230 Disclaimer.** The Parties acknowledge and agree that (i) no
26 provision of this Agreement, and no written communication or disclosure between or among the
27 Parties, Class Counsel or Defense Counsel and other advisors, is or was intended to be, nor shall
28 any such communication or disclosure constitute or be construed or be relied upon as, tax advice

1 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
2 amended); (ii) the acknowledging party (a) has relied exclusively upon his, her, or its own,
3 independent legal and tax counsel for advice (including tax advice) in connection with this
4 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other
5 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
6 communication or disclosure by any attorney or advisor to any other party to avoid any tax
7 penalty that may be imposed on the acknowledging party; and (iii) no attorney or advisor to any
8 other party has imposed any limitation that protects the confidentiality of any such attorney's or
9 advisor's tax strategies (regardless of whether such limitation is legally binding) upon disclosure
10 by the acknowledging party of the tax treatment or tax structure of any transaction, including any
11 transaction contemplated by this Settlement.

12 **61. Authorization to Enter into Agreement.** Class Counsel and Defense Counsel
13 warrant and represent that they are expressly authorized by the Parties whom they represent to
14 negotiate this Agreement and to take all appropriate actions required or permitted to be taken by
15 the Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents
16 required to effectuate its terms. The person signing this Stipulation of Settlement on behalf of
17 Defendant represents and warrants that he/she is authorized to sign this Agreement on behalf of
18 Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement on
19 behalf of himself and the Class, and as proxy for the State of California, and that he has not
20 assigned any claim or part of a claim covered by this Agreement to a third party.

21 **62. Cooperation to Effectuate Settlement.** The Parties, Class Counsel and Defense
22 Counsel shall cooperate with each other and use their best efforts to effect the implementation of
23 this Settlement. In the event the Parties are unable to reach agreement on the form or content of
24 any document needed to implement the Settlement, or on any supplemental provisions that may
25 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of
26 the Court to resolve such disagreement.

27 **63. Invalidity of Any Provision.** In the event the Court declares any material
28 provision of this Agreement invalid, the Agreement will be void and its terms will be of no force

1 and effect, except as otherwise agreed by the Parties in writing, subject to the Court's approval.
2 Before the Court concludes that any term or provision of this Agreement is invalid, the Parties
3 will request that the Court first attempt to construe the terms or provisions valid to the fullest
4 extent possible consistent with applicable precedents so as to define all provisions of this
5 Agreement as valid and enforceable. The Parties further agree to meet and confer in an attempt to
6 resolve any issues or concerns the Court may have as to the validity of any provision in an effort
7 to effectuate the essential terms of this Settlement, and to discuss any possible amendments to this
8 Agreement or its Exhibit 1 needed to obtain the Court's approval of the Settlement.

9 **64. Binding Nature of Notice of Class Action Settlement.** It is agreed that, because
10 the Class Members are so numerous, it is impossible or impractical to have each Class Member
11 execute the Agreement. The Class Notice shall advise all Class Members of the binding nature of
12 the Settlement, and the release of the Class Members' Released Claims as described above shall
13 have the same force and effect as if this Agreement were executed by each Participating Class
14 Member.

15 **65. Entire Agreement.** This Agreement and its attached Exhibit 1 constitute the
16 entire agreement between the Parties, and no oral or written representations, warranties, or
17 inducements have been made to Plaintiff or Defendant concerning this Agreement or Exhibit 1
18 other than the representations, warranties, and covenants contained and memorialized in this
19 Agreement and Exhibit 1. No other prior or contemporaneous written or oral agreements may be
20 deemed binding on the Parties.

21 **66. Cooperation in Drafting.** The Parties have cooperated in the drafting and
22 preparation of this Agreement. This Agreement will not be construed against any Party on the
23 basis that the Party was the drafter or participated in the drafting.

24 **67. Amendment or Modification.** This Agreement may be amended or modified
25 only by a written instrument signed by counsel for all Parties or their successors-in-interest and
26 approved by the Court.

27 ///

28 ///

68. **Governing Law.** All terms of this Agreement and its exhibit shall be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

69. **Binding on Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

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

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

66. **Fair and Reasonable Settlement.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Lawsuit and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

67. **Stay of Proceedings Pending Approval of Settlement.** The Parties stipulate and agree that all proceedings and deadlines in the Lawsuit, other than proceedings necessary to carry and/or enforce the terms of the Settlement and to obtain preliminary approval and final approval of the Settlement Agreement, shall be stayed pending completion of the preliminary and final approval of the Settlement. The stay on the Lawsuit shall include, without limitation, a stay on the five-year limitations period to bring the Lawsuit to trial under Code of Civil Procedure section 583.310, as well as any and all class certification, discovery, and motion deadlines.

68. **Calendar Days.** Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a

weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

IN WITNESS WHEREOF, the Parties hereto have knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release on the dates set forth below:

DATED: Sep 11, 2025


Ben Dinh (Sep 11, 2025 15:27:46 PDT)

Ben Dinh, Plaintiff

DATED: September 19, 2025

AMPEX DATA SYSTEMS CORPORATION

By: 

Name: Nick Duran

Title: Vice President & General Manager

APPROVED AS TO FORM AND CONTENT:

DATED: September 11, 2025

LIPELES LAW GROUP, APC

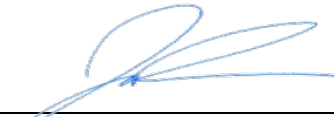
By: 

Kevin A. Lipeles

Counsel for Plaintiff, the Class and the PAGA-Eligible Employees

DATED: September 19, 2025

STRADLING Yocca CARLSON & RAUTH
LLP

By: 

Jared W. Speier

Counsel for Defendant AMPEX Data Systems Corporation

EXHIBIT 1

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

***Ben Dinh v. AMPEX Data Systems Corporation,
Alameda County Superior Court Case No. 24CV084864***

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

You may be eligible to receive money from an employee class action lawsuit (“**Action**”) against AMPEX Data Systems Corporation, a Delaware corporation, (“**Defendant**”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Ben Dinh (“**Plaintiff**”) and seeks payment for (1) failure to pay overtime (Cal. Lab. Code §§ 510, 558, 1194, 1194.3, 1198; IWC Wage Order No. 1); (2) failure to pay minimum wages (Cal. Lab. Code §§ 1194, 1997, 1197.1; IWC Wage Order No. 1); (3) failure to provide timely off-duty meal periods (Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 1); (4) failure to provide rest breaks (Cal. Lab. Code §§ 226.7; IWC Wage Order No. 1); (5) failure to maintain records and provide accurate itemized wage statements (Cal. Lab. Code § 226; IWC Wage Order No. 1); (6) failure to pay wages due upon termination (Cal. Lab. Code §§ 201–203; IWC Wage Order No. 1); (7) failure to allow inspection of employment records (Cal. Lab. Code § 1198.5); (8) unfair competition (Cal. Bus. & Prof. Code §§ 17200 et seq.); and (9) claims under the Private Attorneys General Act for a class of hourly employees (“**Class Members**”) who worked for Defendant during the Class Period (July 24, 2020, through the date of preliminary approval of the settlement); and (b) penalties under the California Private Attorneys General Act (“**PAGA**”) for all hourly employees who worked for Defendant during the PAGA Period (July 24, 2023 through the date of preliminary approval of the settlement) (“**PAGA -Eligible Employees**”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“**LWDA**”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [insert pro-rata share of class payment] (less withholding) and your Individual PAGA Payment is estimated to be \$ [insert pro-rata share of PAGA payment]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

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

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“**Class Counsel**”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA -Eligible Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an PAGA-Eligible Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement, that is, Released Claims (defined below).
You Can Opt Out of the Class Settlement but not the PAGA Settlement The Opt-Out Deadline is [insert date]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA -Eligible Employees and the PAGA -Eligible Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written Objections must be submitted by [inset date].	All Class Members who do not opt-out (" <i>Participating Class Members</i> ") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [insert date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [insert date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many

Workweeks/Pay Periods. Written Challenges Must be Submitted by [insert date].	PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [insert date]. See Section 4 of this Notice.
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1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime, minimum wages, afford meal periods, afford rest periods, pay wages due upon termination, maintain records and provide accurate itemized wage statements, and failing to allow inspection of employment records. Based on the same claims, Plaintiff has also asserted a claim for unfair competition (Cal. Bus. & Prof. Code § 17200) and civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("**PAGA**"). Plaintiff is represented by attorneys in the Action: Kevin A. Lipeles and Thomas H. Schelly, of Lipeles Law Group, APC ("**Class Counsel**").

Defendant strongly denies violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("**Agreement**") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA-Eligible Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay \$210,000.00 as the Maximum Settlement Amount ("**Maximum Settlement**"). Defendant has agreed to deposit the Maximum Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Maximum Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Award, Class Counsel's attorneys' fees and expenses, the Administration Costs, and penalties to be paid to the California Labor and Workforce Development Agency ("**LWDA**"). Assuming the Court grants Final Approval, Defendant will fund the Maximum Settlement as follows: within thirty (30) days of the Effective Date, Defendant shall deposit the Maximum Settlement and the employer's side of payroll taxes on the portion allocated as wages with the Administrator. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Maximum Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$73,500.00 (35% of the Maximum Settlement) to Class Counsel for attorneys' fees and up to \$16,500.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses in the Action without payment.
 - B. Up to \$7,250.00 to the Administrator for services administering the Settlement.
 - C. Up to \$30,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the PAGA-Eligible Employees based on their PAGA Period Pay Periods.
 - D. Up to \$5,000 to the named plaintiff Ben Dinh for service to the Action.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Maximum Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Compensable Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("**Wage Portion**") and 90% to interest and penalties ("**Non-Wage Portion**"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the California Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [insert date], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [insert date] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her

representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "**Administrator**"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 ("How Can I Get More Information?") of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Maximum Settlement and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Upon final approval of the Settlement and on the date when Defendant fully funds the Maximum Settlement Amount and its share of employer payroll taxes owed on the wage portion of the Individual Class Payments, Plaintiff Ben Dinh and each Participating Class Member, as defined herein, will fully, finally and forever release, settle, compromise, relinquish, and discharge Defendant and all of the Released Parties from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, arising during the Class Period, including statutory, contractual, or common law claims for wages, damages, penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief – whether asserted under the California Labor Code, Business and Professions Code §§ 17200 et seq., the applicable wage orders at California Code of Regulations, Title 8, Section 11000 et seq., or otherwise – that arise out of or are reasonably related to the factual allegations that were alleged or could have been alleged based on the factual allegations in Plaintiff's operative Second Amended Complaint relating to Plaintiff's claims, including but not limited to: (a) any and all claims for failure to pay minimum wages under Labor Code sections 204, 210, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the applicable wage orders, including but not limited to claims alleging failure to pay for "off the clock" work, failure to pay overtime at the correct regular rate of pay, including but not limited to, Defendant's alleged practice of rounding

wages; (b) any and all claims for failure to pay overtime owed under Labor Code sections 510, 1194, 1197, 1198, and the applicable wage orders or any other laws governing overtime pay, including but not limited to claims alleging failure to pay for “off the clock” work and/or failure to pay overtime at the correct regular rate of pay; (c) any and all claims for failure to provide lawful meal periods under Labor Code sections 218.6, 226.7, 512, 1198, the applicable wage orders, and/or failure to pay meal premiums at the correct regular rate of pay; (d) any and all claims for failure to authorize and permit rest periods under Labor Code sections 218.6, 226.7, 1198, the applicable wage orders, and Civil Code section 3287, and/or to pay rest period premiums in lieu thereof at the correct regular rate of compensation as required; (e) any and all claims for failure to timely pay wages during employment under Labor Code sections 204, 210, 218.5, 218.6, 510 and 1194; (f) any and all claims for failure to pay wages owed upon separation from employment under Labor Code sections 201-203; (g) any and all claims for knowing and intentional failure to furnish accurate itemized wage statements under Labor Code sections 226, including allegations that Defendant omitted required information, failed to accurately include all applicable hourly rates and corresponding number of hours worked, did not maintain complete and accurate payroll records pertaining to total hours worked; (h) any and all claims for violation of the Unfair Competition Law under Business and Professions Code section 17200, et seq.; and (i) any and all claims for attorneys’ fees and costs.

10. PAGA-Eligible Employees’ Released Claims. Upon final approval of the Settlement and on the date when Defendant fully funds the Maximum Settlement Amount and its share of employer payroll taxes owed on the wage portion of the Individual Class Payments, Plaintiff Ben Dinh, as an agent and proxy of the State of California (including the LWDA), and the State of California itself, acting on behalf of each and all of the PAGA-Eligible Employees, regardless of whether they choose to exclude themselves from the Class Settlement, shall release Defendant and all of the Released Parties, from any and all claims, rights, demands, liabilities, and causes of action of every nature and description for PAGA civil penalties arising during the PAGA Period arising out of the California Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq.*, based on any of the underlying claims and factual allegations that were alleged, or reasonably could have been alleged in Plaintiff’s operative Complaint and/or in Plaintiff Ben Dinh’s notice letter(s) provided to the LWDA, including but not limited to claims for: (a) failure to pay minimum wages under Labor Code sections 204, 210, 558, 1194, 1197, 1197.1, 1198 and the applicable wage order, including but not limited to claims alleging failure to pay for “off the clock” work, failure to pay overtime at the correct regular rate of pay, including but not limited to, Defendant’s alleged practice of rounding wages; (b) failure to pay overtime owed under Labor Code sections 510, 1194, 1197, 1198, and the applicable wage orders or any other applicable laws governing overtime pay, including but not limited to claims alleging failure to pay for “off the clock” work and/or failure to pay overtime at the correct regular rate of pay; (c) failure to provide lawful meal periods under Labor Code sections 218.6, 226.7, 512, 1198, the applicable wage orders, and/or failure to pay meal premiums at the correct regular rate of pay; (d) failure to authorize and permit rest periods under Labor Code sections 218.6, 226.7, 1198, the applicable wage orders, and Civil Code section 3287 and/or failure to pay rest premiums at the correct regular rate of pay; (e) failure to timely pay wages during employment under Labor Code sections 204, 210, 218.5, 218.6, 510, 1194; (f) failure to timely pay wages owed upon separation from employment under Labor Code sections 201-203; (g) knowing and intentional failure to comply with itemized wage statement provisions in violation of Labor Code section 226, including allegations that Defendant omitted required information, failed to accurately include all applicable hourly rates and corresponding number of hours worked, did not maintain accurate records pertaining to total hours worked, failed to maintain adequate records, and also derivative violations for the above-stated Labor Code claims; and (h) any and all claims for attorneys’ fees and costs. It is the intent of the Parties that, to the fullest extent permitted by law, the PAGA-Eligible Employees will be deemed to have

released all such PAGA claims arising during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by determining the total number of Compensable Workweeks worked by all Participating Class Members during the Class Period, dividing that number into the Net Settlement Amount to determine the per-workweek value of each Compensable Workweek, and then multiplying that sum by the number of Compensable Workweeks worked by each Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by dividing the 35% portion of the PAGA Payment to be distributed to those individuals, i.e. Ten Thousand Five Hundred Dollars (\$10,500.00), by the total number of Compensable Pay Periods worked by all of the PAGA-Eligible Employees during the PAGA Period to derive the per-pay period value of the Individual PAGA Payments, and then multiplying that sum by the number of Compensable Pay Periods worked by each such employee during the PAGA Period.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [insert date] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 ("How Can I Get More Information?") of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA-Eligible Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA-Eligible Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Ben Dinh v. AMPEX Data Systems Corporation* (Alameda County Superior Court Case No. 24CV084864), and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [insert date], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the [insert date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website XXXX or the Court's website <https://portal.alameda.courts.ca.gov/>

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [insert date].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Ben Dinh v. AMPEX Data Systems Corporation* (Alameda County Superior Court Case No. 24CV084864) and include your name, current address, telephone number, and approximate dates of employment for Defendant, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [insert date] at [insert time] in Department 21 of the Alameda Superior Court, located at 1225 Fallon Street, Oakland, CA 94612. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Maximum Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via ZoomgovMeeting (<https://www.alameda.courts.ca.gov/general-information/remote-appearances>). Check the Court's

website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website **XXXX** beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrators's website at **XXXX**. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://alameda.courts.ca.gov/> and entering the Case Number for the Action, Case No. 24CV084864.

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

Class Counsel:

LIPELES LAW GROUP, APC
Kevin A. Lipeles, Esq. (kevin@kallaw.com)
Thomas H. Schelly, Esq. (thomas@kallaw.com)
Jasmine Badawi, Esq. (jasmine@kallaw.com)
1060 Aviation Blvd., Suite 100
Hermosa Beach, California 90254
Telephone: (310) 322-2211

Settlement Administrator:

Phoenix Settlement Administrators
Mailing Address: P.O. Box 7208

Orange, CA 92863

Telephone: (800) 523-5773
Email: info@phoenixclassaction.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California Controller's Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.