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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

PEPITO NODORA, an individual and on behalf of all others similarly situated,

Plaintiff,

v.

ICHOR SYSTEMS, INC., a Delaware Corporation; VICTOR VIAJARA, an individual; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24CV093378

[Assigned for all purposes to the Hon. Patrick McKinney in Dept. 18]

[PROPOSED] **ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND CERTIFYING CLASS FOR SETTLEMENT PURPOSES ONLY**

This Court, having considered the Motion of plaintiff Pepito Nodora ("Plaintiff") for Preliminary Approval of Class and Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only ("Motion for Preliminary Approval"), the Declarations of Keaton Mendoza, David D. Bibiyan, Plaintiff, and Sean Hartranft, the Class and PAGA Settlement Agreement ("Settlement," "Agreement" or "Settlement Agreement"), the proposed Notice of Proposed Class Action Settlement and Date for Final Approval Hearing ("Class Notice"), and other documents submitted in support of the Motion for Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

1. The definitions set out in the Settlement Agreement are incorporated by reference into this Order; all terms defined therein shall have the same meaning in this Order.

2. The Court certifies the following settlement class ("Settlement Class," "Settlement Class Members," "Class Members") for the purpose of settlement only: all persons currently or formerly employed by Defendant Ichor Systems, Inc. ("Defendant"), either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the period from September 30, 2020, through June 13, 2026 ("Class Period") in the State of California.

3. "Aggrieved Employees" means all persons currently or formerly employed by Defendant Ichor Systems, Inc. ("Defendant"), either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the period from September 26, 2023, through the end of the Class Period ("PAGA Period") in the State of California.

4. The Court preliminarily appoints the named plaintiff Pepito Nodora ("Plaintiff") as Class Representative, and David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., as Class Counsel.

5. The Court preliminarily approves the proposed class settlement upon the terms and conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the settlement appears to be within the range of reasonableness of settlement that could ultimately be given final approval by the Court. It appears to the Court on a preliminary basis that the settlement

amount is fair, adequate, and reasonable as to all potential class members when balanced against the probable outcome of further litigation relating to liability and damages issues. It further appears that extensive and costly investigation and research has been conducted such that counsel for the parties at this time are reasonably able to evaluate their respective positions. It further appears to the Court that the settlement at this time will avoid substantial additional costs to all parties, as well as the delay and risks that would be presented by the further prosecution of the Action. It further appears that the settlement has been reached as the result of intensive, non-collusive and arms-length negotiations utilizing an experienced third-party neutral.

6. The Court approves, as to form and content, the Class Notice that has been submitted herewith.

7. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to the Class Members in accordance with the procedures set forth in the Settlement Agreement. The Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies with the requirements of law and appears to be the best notice practicable under the circumstances.

8. The Court hereby preliminarily approves the definition and disposition of the Gross Settlement Amount of $743,988.00, which is inclusive of: attorneys' fees of not more than thirty-five percent (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Agreement, amounts to $260,395.80, in addition to actual costs incurred of up to $30,000.00; service award of up to $10,000.00 to Plaintiff; costs of settlement administration of no more than $8,500.00 and Private Attorneys General Act of 2004 ("PAGA") penalties in the amount of $75,000.00, of which $56,250.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and $18,750.00 (25%) to Aggrieved Employees.

9. The Gross Settlement Amount expressly excludes Employer's Share of Payroll Taxes, which will be paid separately and apart by Defendant on the wages portion of the Gross Settlement Amount.

10. Class Member's "Workweek" shall mean any week during which a Class Member worked for Defendant, for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

11. Defendant represents that there are no more than 35,428 workweeks during the Class Period. In the event the number of workweeks during the Class Period increases by more than 10%, or 3,543 workweeks, Defendant shall have the option of: (1) increasing the GSA proportionally by the workweeks in excess of 38,971 multiplied by the workweek value. The workweek value shall be calculated by dividing the GSA by 35,428. The Parties agree that the workweek value amounts to $21 per workweek ($743,988.00 / 35,428 workweeks). Thus, for example, should there be 40,000 workweeks in the Class Period, then the GSA shall be increased by $21,609 (40,000 workweeks – 38,971 workweek x $21/workweek.). In no event shall the total increase to the Gross Settlement Amount under this clause exceed $50,000.00. Within 14 days after the Administrator certifies the final Total Workweeks count, Defendant will pay any resulting increase directly to the Administrator for distribution consistent with the Agreement. In lieu of increasing the Gross Settlement Amount under this clause, Defendant may, in its sole discretion, elect to cut off the Class Period as of the date on which Total Workweeks exceeded 38,791, and the Gross Settlement Amount shall not be increased with respect to any Workweeks worked after that date. Defendant must make its election within fourteen (14) days after the Administrator certifies the final Total Workweeks count. If Defendant does not elect within that period, the increase to the Gross Settlement Amount provided for above will be deemed selected.

12. The Court deems Apex Class Action LLC ("Apex" or "Settlement Administrator"), the settlement administrator, and preliminarily approves payment of administrative costs, not to exceed $8,500.00 out of the Gross Settlement Amount for services to be rendered by Apex on behalf of the class.

13. Not later than 30 days after the full execution of the Settlement Agreement, Defendant will have delivered the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. ""Class Data" means Class Member identifying information in Defendant's custody, possession, or control, including the Class Member's (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

14. To protect Class Members' privacy rights, the Administrator must maintain the Class

Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

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

16. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline would otherwise expire.

17. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number.

To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

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

19. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment. Participating Class Members may send written objections to the Administrator, by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

20. If a Settlement Class Member submits an Objection and a Request for Exclusion, the Request for Exclusion will control, and the Objection will be disregarded. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

21. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data.

22. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the

Administrator no later than 7 days after the Effective Date, unless the 7th day falls on a bank holiday or weekend, in which case Defendant shall fund the settlement on the next business day.

23. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments, and the Individual PAGA Payments.

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

25. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

26. Participating Class Members will receive an Individual Settlement Payment. Individual Settlement Payment checks shall remain valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance. Thereafter, checks for such payments shall be canceled and funds associated with such checks shall be transmitted to the California State Controller's Unclaimed Property Fund.

27. All papers filed in support of final approval, including supporting documents for attorneys' fees and costs, shall be filed by _____.

28. A Final Approval Hearing shall be held with the Court on _____ at ___:___ _.m in Department 18 of the above-entitled Court to determine: (1) whether the proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

IT IS SO ORDERED.

Dated: _____

_____
Judge of the Superior Court