

Jason Mills (SBN
225126)jason.mills@morganlewis.com
Brian D. Fahy (SBN 266750)
brian.fahy@morganlewis.com
MORGAN, LEWIS & BOCKIUS LLP
300 South Grand Avenue
Los Angeles, CA 90071
Telephone: (213) 612-2500
Facsimile: (213) 612-2501

Attorneys for Defendants
INFINITE ELECTRONICS
INTERNATIONAL, INC.

Kane Moon (SBN 249834)
kmoon@moonlawgroup.com
Allen Feghali (SBN 301080)
afeghali@moonlawgroup.com
S. Phillip Song (SBN 326572)
psong@moonlawgroup.com
Morgan Simpson (SBN 337325)
msimpson@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa St., Suite 3100
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff
EMERY DIEGO MCCAIN

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

EMERY DIEGO MCCAIN, individually, and on
behalf of all others similarly situated

Plaintiff,

v.

INFINITE ELECTRONICS INTERNATIONAL,
INC.; and DOES 1 through 10, inclusive,

Defendants.

Case No. 30-2024-01423919-CU-OE-CXC

Assigned to: Hon. David A. Hoffer, Dept.
CX103

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Complaint Filed: September 9, 2024

Trial Date: Not Set

1 This Class Action and PAGA Settlement Agreement and Release (“Agreement” or “Settlement”)
2 is made by and between Plaintiff Emery Diego McCain (“Plaintiff”) and Infinite Electronics
3 International, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as
4 “Parties,” or individually as “Party.”

5 **1. DEFINITIONS**

6 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
7 Defendant, captioned *Emery Diego McCain v. Infinite Electronics International, Inc.*, No. 30-2024-
8 01423919-CU-OE-CXC, filed on September 9, 2024 in Superior Court of California, County of Orange.

9 1.2. “Operative Complaint” means the First Amended Complaint filed in this Action on or
10 about November 12, 2024.

11 1.3. “Administrator” means Simpluris, the neutral entity the Parties have agreed to appoint to
12 administer the Settlement.

13 1.4. “Administration Costs” means the amount to be paid to the Administrator from the Gross
14 Settlement Amount to reimburse its reasonable fees and expenses in conjunction with administration of
15 this Settlement.

16 1.5. “Aggrieved Employees” means and includes all individuals who were or have been
17 employed by Defendant in California as non-exempt employees at any time during the PAGA Period.

18 1.6. “Aggrieved Employee Data” means Aggrieved Employee identifying information in
19 Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social
20 Security number, and number of PAGA Pay Periods worked during the PAGA Period.

21 1.7. “Aggrieved Employee Address Search” means the Administrator’s investigation and
22 search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods
23 and means including, but not limited to, the National Change of Address database, skip traces, and direct
24 contact by the Administrator with Aggrieved Employees.

25 1.8. “Class” means all persons who worked for any Defendant in California as an hourly,
26 nonexempt employee at any time during the Class Period.

27 1.9. “Class Counsel” means attorneys for Plaintiff Emery Diego McCain listed on the first page
28 of this Agreement, Kane Moon, Allen Feghali, S. Phillip Song, and Morgan Simpson of Moon Law Group,

PC.

1.10. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.

1.11. “Class Member” means a member of the Class, as either a Participating Class Member or a Non- Participating Class Member who qualifies as an Aggrieved Employee.

1.12. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean 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 Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

1.13. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.

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

1.15. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).

1.16. “Class Period” means the period of time from September 9, 2020 to the date of earlier of preliminary approval of the Settlement or August 15, 2026.

1.17. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.

1.18. “Class Representative Service Payment” means the service payment made to the Plaintiff

as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant's expenses, and for the general release of all claims by the Plaintiff.

1.19. "Approval Order" means the Court's Order Granting Approval of the Settlement.

1.20. "Court" means the Superior Court of California, County of Orange.

1.21. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the expiration of the period for filing any appeal, writ, or other appellate proceeding opposing the Class settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; (b) the dismissal of any appeal, writ, or other appellate proceeding opposing the Class settlement with no right to pursue further remedies or relief; or (c) any appeal, writ, or the issuance of such other final appellate order, upholding the Court's final order with no right to pursue further remedies or relief.

1.22. "Defendant" means Infinite Electronics International, Inc.

1.23. "Defense Counsel" means the attorneys listed on the first page of this Agreement for Defendant, Jason Mills and Brian Fahy of Morgan, Lewis & Bockius LLP.

1.24. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.

1.25. "Final Approval" means the Court's order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

1.26. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.

1.27. "Gross Settlement Amount" or "GSA" means \$500,000.00 (five hundred thousand dollars and zero cents) which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments,

Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payments, and the Administration Costs. This Gross Settlement Amount is an all-in amount without any reversion to Defendants.

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

1.29. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.30. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

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

1.32. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).

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

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

1.35. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.36. “PAGA Period” means the period of time from September 9, 2023 through the earlier of the date of preliminary approval of the Settlement or August 15, 2026.

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

1.38. "PAGA Notice" means the Plaintiff's September 9, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.39. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to LWDA in settlement of PAGA claims.

1.40. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.

1.41. "Plaintiff" means Emery Diego McCain, the named plaintiff in the Action.

1.42. "Released Class Claims" means all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and that occurred during the Class Period while employed in a non-exempt position in California. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

1.43. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a nonexempt position in California. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

1.44. "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, parents, affiliates and subsidiaries.

1.45. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.46. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees and shall be the last date on which Class

Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.47. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

1.48. “Workweek(s)” means any week(s) during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

2.1. On September 9, 2024, Plaintiff commenced this Action by filing a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Orange. Plaintiff filed an amended complaint on November 12, 2024 (the “Operative Complaint” asserting claims that Defendant:

(a) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];

(b) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];

(c) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];

(d) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];

(e) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];

(f) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];

(g) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];

(h) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and

(i) Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.]

2.2. On January 31, 2025, Defendant filed an Answer to the Operative Complaint.

2.3. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.4. On October 13, 2025, the Parties participated in an all-day mediation presided over by Steve Rottman, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action

1 based upon a mediator's proposal which was memorialized via email. This Agreement formally
2 memorializes the Parties acceptance of the proposal and agreement to fully settle this Action. The
3 Agreement supersedes the any other agreements, understandings, or representations between the Parties.

4 2.5. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently
5 investigate the claims such that Plaintiff's investigation was sufficient to satisfy the criteria for court
6 approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v.*
7 *Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

8 2.6. This Agreement represents a compromise and settlement of highly disputed claims.
9 Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims
10 in the Action of Plaintiff, the Class, or aggrieved employees have merit or that Defendant bears any
11 liability to Plaintiff, the Class, or aggrieved employees on those claims or any other claims, or as an
12 admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to
13 certification of the Class for purposes of this Settlement only. If for any reason the settlement does not
14 become effective, Defendant reserves the right to contest certification of any class for any reason and
15 reserves all available defenses to the claims in the Action.

16 2.7. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
17 other pending matter or action asserting claims that will be extinguished or affected by the Settlement.
18 The Parties, however, make the Court aware of a contemporaneous settlement agreement to settle
19 Plaintiff's individual claims asserted in *McCain vs. Infinite Electronics International, Inc.*, Case No.
20 24STCV26426, and filed in Superior Court of California, County of Los Angeles. The claims asserted in
21 that case were mediated concurrently with the claims asserted in the Operative Complaint. The Gross
22 Settlement Amount does not include the consideration to be paid in settling Plaintiff's individual claims
23 asserted in *McCain vs. Infinite Electronics International, Inc.*, Case No. 24STCV26426.

24 3. MONETARY TERMS

25 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant
26 promises to pay \$500,000.00 and no more as the Gross Settlement Amount. This amount is all-inclusive
27 of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion
28 of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the

1 Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes)
2 prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire
3 Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved
4 Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will
5 revert to Defendant.

6 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this
7 Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in
8 the amounts specified by the Court in the Final Approval.

9 (a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than
10 \$7,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class
11 Representative is entitled to receive as a Participating Class Member, and in addition to contemporaneous
12 settlement agreement referenced in paragraph 2.7 of this Agreement). Defendant will not oppose
13 Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part
14 of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek
15 Court approval for any Class Representative Service Payments no later than 16 court days prior to the
16 Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the
17 amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The
18 Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff
19 assumes full responsibility and liability for employee taxes owed on the Class Representative Service
20 Payment.

21 (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross
22 Settlement Amount, which is currently estimated to be \$166,666.67, and a Class Counsel Litigation
23 Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for these payments
24 provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class
25 Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the
26 Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
27 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the
28 remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any

other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

(c) To the Administrator: An Administration Expenses Payment not to exceed \$8,657.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less than \$8,657.00, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

(d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 65% (\$13,000.00) allocated to the LWDA PAGA Payment and 35% (\$7,000.00) allocated to the Individual PAGA Payments.

i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$7,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

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

i. Tax Allocation of Individual Class Payments. 33 1/3% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS

W-2 Form. 66 2/3% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments.

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

4. SETTLEMENT FUNDING

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 185 Class Members who collectively worked a total of 25,000 Workweeks during the Class Period, and 125 Aggrieved Employees who worked a total of 4,387 PAGA Pay Periods.

4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. 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.

4.3. Funding of the Gross Settlement Amount. 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 21 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

5.1. Within 14 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.

5.2. 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 “void date”, which is 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 Class 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. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database. If a Participating Class Member’s or Aggrieved Employee’s check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable and offer to replace the check if it was lost or misplaced but not cashed.

5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a 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.

5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

6. RELEASE OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

(a) Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: A general release does not extend to claims that the

creditor or releasing party does not know or suspect 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.

6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

6.3. Release of PAGA Claims. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s procedures and instructions.

7.1. Defendant’s Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In this Declaration, Defendant shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.

7.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (s)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship

with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (s)(1)), this Agreement (Labor Code section 2699, subd. (s)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the

1 Class Notice Packet to all Class Members; conducting a National Change of Address search to update
2 Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that
3 are returned to the Class Member's new address; setting up a toll-free telephone number and an email and
4 fax number to receive communications from Class Members; receiving and reviewing for validity
5 completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of
6 Class Notice Packets and receipt of Requests for Exclusion, objections, and disputes; calculating
7 Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments
8 due under the Settlement; issuing the tax reports required under this Settlement; and otherwise
9 administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they
10 have no interest or relationship, financial or otherwise, with the Administrator other than a professional
11 relationship arising out of prior experiences administering settlements.

12 8.2. Employer Identification Number. The Administrator shall have and use its own
13 Employer Identification Number for the purposes of calculating payroll tax withholdings and
14 providing reports to the state and federal tax authorities.

15 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
16 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
17 468B-1.

18 8.4. Notice to Class Members.

19 (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify
20 Class Counsel that the list has been received and state the number of Class Members, PAGA Members,
21 Workweeks, and Pay Periods in the Class Data.

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

1 of Address database.

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

8 (d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods,
9 and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided
10 in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the
11 Class Member of the extended deadline with the re-mailed Class Notice.

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

20 8.5. Requests for Exclusion (Opt-Outs)

21 (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the
22 Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response
23 Deadline (plus an additional 14 days for Class Members whose Class Notice is re- mailed). A Request for
24 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class
25 Member's election to be excluded from the Settlement and includes the Class Member's name, address and
26 email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or
27 postmarked by the Response Deadline.

28 (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all

the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

(c) 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 Paragraph 6.2 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

(d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 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 fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the

1 Administrator's determination as to the challenges. The Parties shall file with the Court all Challenges
2 submitted by Class Members, the evidence submitted, and the resolution of the Challenges. Although the
3 Administrator may make the initial decision regarding Challenges, the Court may review any decision
4 made by the Administrator regarding a Challenge.

5 8.7. Objections to Settlement.

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

10 (b) Participating Class Members may send written objections to the Administrator, by fax,
11 email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may
12 appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final
13 Approval Hearing. A Participating Class Member who elects to send a written objection to the
14 Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class
15 Members whose Class Notice was re-mailed).

16 (c) Non-Participating Class Members have no right to object to any of the class action components
17 of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only
18 the Request for Exclusion will be accepted, and the objection will be void.

19 8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
20 performed or observed by the Administrator contained in this Agreement or otherwise.

21 (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain
22 and use an internet website to post information of interest to Class Members including the date, time and
23 location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary
24 Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for
25 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative
26 Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and
27 monitor an email address and a toll- free telephone number to receive Class Member calls, faxes and
28 emails.

1 (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review
2 on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the
3 expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to
4 Class Counsel and Defense Counsel containing (a) the names and other identifying information of
5 Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the
6 names and other identifying information of Class Members who have submitted invalid Requests for
7 Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or
8 invalid).

9 (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address
10 and make final decisions consistent with the terms of this Agreement on all Class Member challenges
11 over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final
12 and not appealable or otherwise susceptible to challenge.

13 (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to
14 Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices
15 mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or
16 invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or
17 resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly
18 Report”). The Weekly Reports must include the Administrator’s assessment of the validity of
19 Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

20 (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiff is
21 required to file the Motion for Final Approval of the Settlement, the Administrator will provide to
22 Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its
23 due diligence and compliance with all of its obligations under this Agreement, including, but not
24 limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of
25 Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from
26 Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion
27 List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the
28 Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

(f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.

9.1. Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendant is providing a declaration as set forth in paragraph 7.1 above. If the actual number of Workweeks during the Class Period increases by more than 10 percent over 25,000 (i.e., 27,500 Workweeks), Defendant shall have the option of increasing the Gross Settlement Amount by the percentage increase over 10 percent or ending the Class Period on the date on which the Class Workweek count reached 27,500 Workweeks. Defendant agrees to inform Plaintiff which option it intends to exercise before the filing of the Motion for Preliminary Approval.

10. DEFENDANT'S RIGHT TO WITHDRAW.

10.1. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

1 **11. MOTION FOR FINAL APPROVAL.**

2 11.1. Unless otherwise ordered by the Court, not later than 16 court days before the calendared
3 Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that
4 includes a request for approval of the PAGA settlement under Labor Code section 2699(s)(2), a Proposed
5 Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall
6 provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for
7 Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in good faith, to
8 resolve any disagreements concerning the Motion for Final Approval.

9 11.2. Response to Objections. Each Party retains the right to respond to any objection raised by
10 a Participating Class Member, including the right to file responsive documents in Court no later than 5
11 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

12 11.3. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval
13 on any material change to the Settlement (including, but not limited to, the scope of release to be granted
14 by Class Members), the Parties will expeditiously work together in good faith to address the Court’s
15 concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award
16 less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment,
17 Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute
18 a material modification to the Agreement within the meaning of this paragraph.

19 11.4. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
20 Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely
21 for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
22 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

23 11.5. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and
24 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
25 Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel,
26 and all Participating Class Members who did not object to the Settlement as provided in this
27 Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and
28 appellate proceedings, the right to file motions to vacate judgment, motions for new trial,

extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

13. ADDITIONAL PROBLEMS.

13.1. No Admission of Liability. Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. To the extent Class Counsel publicizes the Settlement on their website or elsewhere in writing, such publication shall include a statement acknowledging that the Court made no determination as to liability. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not

1 grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant
2 reserves the right to contest certification of any class for any reasons, and Defendant reserves all
3 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
4 certification on any grounds available and to contest Defendant's defenses. The Settlement, this
5 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
6 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
7 Settlement and this Agreement).

8 13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
9 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
10 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or
11 permit another person to disclose, disseminate or publicize, any of the terms of the Agreement
12 directly or indirectly, specifically or generally, to any person, corporation, association,
13 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
14 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;
15 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to
16 a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
17 government agency. Each Party agrees to immediately notify each other Party of any judicial or
18 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant
19 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or
20 other communication, before the filing of the Motion for Preliminary Approval, with any third
21 party regarding this Agreement or the matters giving rise to this Agreement except to respond
22 only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class
23 Counsel's communications with Class Members in accordance with Class Counsel's ethical
24 obligations owed to Class Members.

25 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and
26 employees have not and will not solicit any Class Member to opt out of or object to the Settlement,
27 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
28 Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical

obligations owed to Class Members.

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

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

13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator first and then Court for resolution.

13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

1 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure
2 to the benefit of, the successors of each of the Parties.

3 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
4 governed by and interpreted according to the internal laws of the state of California, without
5 regard to conflict of law principles.

6 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and
7 preparation of this Agreement. This Agreement will not be construed against any Party on the basis
8 that the Party was the drafter or participated in the drafting.

9 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders
10 entered during Action and in this Agreement relating to the confidentiality of information shall
11 survive the execution of this Agreement. In addition, the Parties also agree that, to the extent they are
12 in possession of information protected by the Insurance Portability and Accountability Act (HIPAA)
13 in connection with the Action, such information shall not be disclosed except as otherwise
14 permitted by HIPAA.

15 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
16 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
17 Defendant in connection with the mediation, other settlement negotiations, or in connection with the
18 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
19 be used in any way that violates any existing contractual agreement, statute, or rule of court. Not
20 later than 90 days after the date when the Court discharges the Administrator's obligation to provide
21 a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all
22 paper and electronic versions of Class Data received from Defendant.

23 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
24 inserted for convenience of reference only and does not constitute a part of this Agreement.

25 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
26 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
27 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

28 13.17. Notice. All notices, demands or other communications between the Parties in

connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and the Class:

Kane Moon
kmoon@moonlawgroup.com
Allen Feghali
afeghali@moonlawgroup.com
S. Phillip Song
psong@moonlawgroup.com
Morgan Simpson
msimpson@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa St., Suite 3100
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

To Defendant:

Jason Mills
jason.mills@morganlewis.com
Brian Fahy
brian.fahy@morganlewis.com
MORGAN, LEWIS & BOCKIUS LLP
300 South Grand Avenue
Los Angeles, CA 90071
Telephone: (213) 612-2500
Facsimile: (213) 612-2501

13.18. Execution in 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 will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

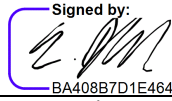
13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.3 IO for the entire period of not less than one (1) year starting from the date of the signing of this Agreement by all parties until the entry of the Final

Approval order and Judgment or if not entered the date this agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIS AND COUNSEL

Date: 3/3/2026

Signed by: 
By: BA408B7D1E46406...
Plaintiff Emery Diego McCain

Date: February ____, 2026

By: Scott Rosner
Scott Rosner
Defendant Infinite Electronics
International, Inc.

Date: 3/3/2026

By: 
Kane Moon
Moon Law Group, PC

Date: March 25, 2026

By: 
Jason Mills
Brian Fahy
Morgan, Lewis & Bockius LLP

Exhibit A

EXHIBIT “A”

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

***Emery Diego McCain v. Infinite Electronics International, Inc., Superior Court of the State
of California, County of Orange, Case No. 30-2024-01423919-CU-OE-CXC***

***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.***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from a consolidated employee class action lawsuit (“Action”) against Defendant Infinite Electronics International, Inc. (“Defendant”) for alleged wage and hour violations. The Action is brought by Plaintiff Emery Diego McCain (“Plaintiff”) and seeks payment of (1) wages and other relief for a Class of all individuals who were alleged to be employed by Defendant in California and classified as non-exempt employees at any time during the Class Period (September 9, 2020 through _____ [the earlier of the date of preliminary approval of the Settlement or August 15, 2026]) (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) for all individuals who were alleged to be employed by Defendant in California and classified as non-exempt employees at any time during the PAGA Period (September 9, 2023 through August 15, 2026. (“Aggrieved Employees”).

The proposed Settlement includes the following: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring the payment of PAGA Penalties to be allocated to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$ _____>> (less withholding) and your share of the PAGA Penalties (“Individual PAGA Payment”) is estimated to <<be \$ _____>>.** 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 << _____>> Workweeks during the Class Period and you worked << _____>> PAGA Pay Periods.** If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

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 do 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 payments under the Settlement and requires Class Members and Aggrieved 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 any individual wage claims arising during the Class Period and any PAGA Period penalty claims against Defendant as described below in Section 4 below.
- (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, however you will preserve your right to personally pursue wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.
- (3) **Object to the Settlement.** If you do not Opt-Out, you may object to the Settlement. You may submit a written objection to the Administrator, or you may appear and object in person at the Final Approval Hearing. You do not need to submit a written objection in order to appear at the hearing, and you do not need to attend the hearing in order to submit a written objection.

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 (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement	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. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual

The Opt-out Deadline is _____.	Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself from the Class Settlement, you will still be paid your Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a Request for Exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) 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 can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____, at _____, at the Orange County Superior Court, located at 700 Civic Center Drive West, Santa Ana, CA 92701, in Department CX103 before Judge David A. Hoffer. This hearing may change as explained below in Section 9. 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 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 9 of this Notice.
You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks during the Class Period and number of PAGA Period 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 _____. See Section 5 of this Notice.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Orange (the “Court”), has

been reached between Plaintiff and Defendant and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Class, which is defined as:

All individuals who were alleged to be employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period (September 9, 2020 through August 15, 2026).

So far, the Court has made no determination whether Defendant or Plaintiff are 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 written Class Action and PAGA 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 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 its defenses, and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

2. What is this class action lawsuit about?

On September 9, 2024, Plaintiff filed a complaint against Defendant in the Superior Court of the State of California, County of Orange, Case No. 30-2024-01423919-CU-OE-CXC (“Action”). The Action asserted class claims for unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to timely provide wages at termination. On November 12, 2024, Plaintiff amended the complaint (the “Operative Complaint”) to add violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”).

Defendant denies that it has done anything wrong and disputes all the claims in the Action. For example, Defendant contends that Plaintiff and the Class Members were, at all times, properly compensated for wages and reimbursed for required expenses under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiff or any Class Members any wages allegedly due during employment and at the time of their termination; that Defendant complied with California wage statement and record requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could have been sought in the Action; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm of Moon Law Group PC to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Notice. The Settlement was reached after mediation and arm's-length negotiations between the Parties. The Plaintiff and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly denies all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Five Hundred Thousand Dollars (\$500,000) (the "Gross Settlement Amount") to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties payment for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay payroll taxes no later than twenty-one (21) days after the Effective Date. The Effective Date is the date the Judgment is final and no longer subject to appeal. The Administrator will mail checks for all settlement payments within fourteen (14) days of the funding of the settlement by Defendant.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion ("Participating Class Members"). At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$8,657.00, for expenses, including expenses of notifying the Class Members of the Settlement, processing Request for Exclusions, and distributing settlement checks and tax forms.
- **Attorneys' Fees and Costs.** Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$166,666.67, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated

are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payment. Class Representative Service Payment in an amount not more than \$7,500 to the named Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$20,000 relating to Plaintiff's claim under PAGA, 65% (\$13,000) of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining 35% (\$7,000) will be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$7,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. The PAGA Period is September 9, 2023 through August 15, 2026.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$ _____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks worked as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. 33 1/2% of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to

wage withholdings, and shall be reported on IRS Form W-2. 66 2/3% of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged claims for non-wages, expense reimbursement, interest and penalties (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment are conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

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.

Need to Promptly Cash Payment Checks. The front of every check issued 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 transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross

Settlement Amount all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a nonexempt position in California. The Released PAGA Claims do not include underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability, social security, workers’ compensation, and any other PAGA claims outside of the PAGA Period.

Released Parties. Released Parties are the Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, parents, affiliates and subsidiaries.

5. How much will my payment be?

Defendant’s records reflect that you worked <<_____>> Workweeks during the Class Period (September 9, 2020 through _____).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<_____>>.

[Defendant’s records reflect that you worked <<_____>> PAGA Pay Periods during the PAGA Period (September 9, 2023 through _____). Based on this information your estimated Individual PAGA Payment is <<_____>>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence, and all disputes will be finally resolved by the Administrator.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Simpluris, 3194-C Airport Loop Drive, Costa Mesa, CA 92626, 888-369-3780.

The Court will hold a Final Approval Hearing on _____, at _____ to decide whether to approve the Settlement and fix the amounts to be paid as attorneys’ fees and costs to Class Counsel and as a service payment to Plaintiff. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately three months after the hearing. If there are objections or appeals, resolving them can take time and delay the settlement, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out of the class portion of the settlement, you must submit to the Administrator a written, signed and dated request for exclusion ("opt-out") postmarked no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax your request to opt out to _____ or email to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *McCain v. Infinite Electronics International Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address, and telephone number or email address. Please include the name and number of the case, which is *McCain v. Infinite Electronics International, Inc.*, Case No. 30-2024-01423919-CU-OE-CXC. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

If you wish to opt-out, you may use the attached Opt-Out Form attached to this Class Notice as **Exhibit 1**.

The address for the Administrator is 3194-C Airport Loop Drive, Costa Mesa, CA 92626. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request 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 Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Fees, Litigation Expenses and Service Payment 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 Response Deadline for sending written objections to the Administrator is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email to _____. Be sure to tell the

Administrator what you object to, why you object, and include all facts and documentation that support your objection. Make sure you identify the Action, *McCain v. Infinite Electronics International, Inc.*, Case No. 30-2024-01423919-CU-OE-CXC, and include your name, current address, telephone number, email address, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Simpluris

Email Address: CaseSupport@Simpluris.com

Mailing Address: 3194-C Airport Loop Drive, Costa Mesa, CA 92626

Telephone Number: 888-369-3780

Fax Number: _____

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. If you do wish to appear at the hearing, check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.occourts.org/>. You may also have the option to appear at the hearing by audio or video. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kane Moon

kmoon@moonlawgroup.com

Allen Feghali

afeghali@moonlawgroup.com

S. Phillip Song

psong@moonlawgroup.com

Morgan Simpson

msimpson@moonlawgroup.com

MOON LAW GROUP, PC

725 S. Figueroa St., Suite 3100

Los Angeles, California 90017

Telephone: (213) 232-3128

Facsimile: (213) 232-3125

COUNSEL FOR DEFENDANT:

Jason Mills

jason.mills@morganlewis.com

Brian Fahy

brian.fahy@morganlewis.com

MORGAN, LEWIS & BOCKIUS LLP

300 South Grand Avenue

Los Angeles, CA 90071

Telephone: (213) 612-2500

Facsimile: (213) 612-2501

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at _____. (Pacific Standard Time) on _____, in Department CX103 of the Superior Court of California, County of Orange, located at 700 Civic Center Drive West, Santa Ana, CA 92701, in Department XXX before JUDGE XXX. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.occourts.org/>.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at _____.

10. How Can I Get More Information?

You may call the Administrator at 888-369-3780 or write to *McCain v. Infinite Electronics International, Inc.* Administrator, c/o Simpluris.

This Class Notice summarizes the proposed settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at _____, where these documents will be posted as they become available. You may also get more details by examining the Court's file on the Internet via <https://namesearch.occourts.org/>.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail To Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such event, the Administrator shall pay all unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

Exhibit 1

|||||

<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

OPT-OUT FORM

Use and return this form only if you wish to be excluded from the Settlement Class and do not wish to object to the Settlement. If you exclude yourself from the Class by completing and returning this form, you will not receive your Individual Class Payment, will not be subject to the terms of the Settlement, and will retain whatever rights you may currently have. However, even if you exclude yourself from the Settlement Class, you will still receive your Individual PAGA Payment if the Court approves the Settlement.

If you wish to remain in the Settlement Class and receive an Individual Class Payment, disregard this form. You do not need to do anything to receive a settlement payment, and you will receive a check by U.S. Mail if the Court approves the Settlement.

To be valid, your Opt-Out Form must be signed by you and returned to the Settlement Administrator at the address or email address provided below. To be timely, your Opt-Out Form must be postmarked or have a transmission date on or before [REDACTED], 2026.

I hereby confirm that I have received notice of the proposed Settlement in the lawsuit *Emery Diego McCain v. Infinite Electronics International, Inc.*, and I wish to be excluded from the Settlement Class. I understand that I will not receive an Individual Class Payment and will not be bound by the Released Class Claims. However, I understand that I will still receive my Individual PAGA Payment and be bound by the Released PAGA Claims.

Full Name: _____

Dated: _____

Signature: _____

What is the Settlement Administrator's contact information?

Emery Diego McCain v. Infinite Electronics International, Inc.

c/o [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] | [REDACTED]