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16
 17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 18 **FOR THE COUNTY OF RIVERSIDE – HISTORIC COURTHOUSE**

19 JUAN CARLOS AVILES AMAYA, individually,
 20 and on behalf of all other similarly situated,

21 Plaintiff,

22 vs.

23 PUROSIL, LLC, a limited liability company; and
 24 DOES 1 through 10, inclusive,

25 Defendants.

Case No.: CVRI2202854

CLASS ACTION

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

*[Assigned for All Purposes to the Hon.
 Harold W. Hopp; Dept. 10]*

Complaint Filed: July 12, 2022

Trial: None Yet Set

26
 27
 28 This Joint Stipulation of Class Action Settlement and Release of Claims (“Settlement” or
 “Agreement”) is made and entered into by and between Plaintiff JUAN CARLOS AVILES AMAYA

1 (“Plaintiff” or “Class Representative”), individually and on behalf of all putative class members, and
2 Defendant PUROSIL, LLC (“Defendant”). Plaintiff and Defendant are collectively referred to herein
3 as “the Parties.”

4 **I. DEFINITIONS**

5 The following definitions are applicable to this Settlement, in addition to other terms defined
6 elsewhere in this Settlement:

7 1. “Action” or “Operative Complaint” shall mean the First Amended Complaint filed
8 October 20, 2022, in the civil action commenced on July 12, 2021, filed and maintained by Plaintiff
9 against Defendant designated *Amaya v. Purosil, LLC*, in the Superior Court of the County of
10 Riverside, County of Riverside, Case No. CVRI2202854.

11 2. “Aggrieved Employees” means all current and former non-exempt employees who
12 worked for Defendant in California during the PAGA Period (or if any such person is incompetent,
13 deceased, or unavailable due to military service, the person’s legal representative or successor in
14 interest evidenced by reasonable verification).

15 3. “Class” or “Eligible Employee(s)” shall mean all current and former non-exempt
16 employees who worked for Defendant in California during the Class Period.

17 4. “Class Counsel” shall mean the attorneys representing Plaintiff and the Putative Class
18 in the Action, Kane Moon, Esq., Allen Feghali, Esq., and Edwin Kamarzarian, Esq. of Moon & Yang
19 PC.

20 5. “Class Counsel Fees Payment” shall mean one-third of the Maximum Settlement
21 Amount, of up to one-third of the Maximum Settlement Amount, or \$145,000.00 in attorneys’ fees,
22 subject to approval by the Superior Court as Class Counsel’s attorneys’ fees incurred in connection
23 with the Action, including fees incurred in pre-filing investigation, filing of the Action, and all related
24 litigation activities, this Settlement, and all post-Settlement compliance procedures.

25 6. “Class Counsel Litigation Expenses Payment” shall mean the actual litigation
26 expenses and/or costs expended by Class Counsel subject to approval by the Superior Court incurred
27 in connection with the Action, including pre-filing investigation, filing of the Action, and all related
28 litigation activities, this Settlement, and all post-Settlement compliance procedures. Class Counsel’s
expenses are not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00).

1 7. “Class Members” shall mean individuals who are a member of the Class (or if any
2 such person is incompetent, deceased, or unavailable due to liminary service, the person’s legal
3 representative or successor in interest evidenced by reasonable verification). The term “Class
4 Members” shall not include any person who submits a timely and valid request for exclusion.

5 8. “Class Notice” shall mean the Notice of Proposed Settlement, Preliminary Approval
6 of Settlement, and Hearing Date for Final Court Approval, a sample of which is attached hereto as
7 **Exhibit A**. The Class Notice shall further contain (i) a Class Member’s first and last name, (ii) last
8 known address, (iii) employee identification number, if applicable, (iv) the Class Member’s
9 Individual Workweeks, (v) the PAGA Group Member’s Individual Workweeks, if applicable; (vi) the
10 Class Member’s estimated amount of the Settlement Share; and (vii) the PAGA Group Member’s
11 estimated PAGA Payment Share, if applicable. The Class Notice shall also provide the Class
12 Members with instructions on how to opt-out of and/or object to the Settlement.

13 9. The “Class Period” shall be defined as the period commencing on July 12, 2018,
14 and ending on June 5, 2023.

15 10. “Class Representative Payment” shall mean the special payment made to Plaintiff in
16 his capacity as Class Representative to compensate him for prosecuting the Action, and performing
17 work in support of the Action, in the amount of Seven Thousand Five Hundred Dollars and Zero
18 Cents (\$7,500.00), subject to approval by the Superior Court. This enhancement payment is in
19 addition to the payment to which he is entitled as a Settlement Class Member.

20 11. “Defendant” means the Defendant named by Plaintiff in his Complaint in the Action,
21 Purosil, LLC.

22 12. “Defense Counsel” shall mean the attorneys representing Defendant in the Action,
23 Brandon R. McKelvey, Timothy B. Nelson, and Douglas R. Leach of Medina McKelvey, LLP.

24 13. “Effective Date” shall mean the following occurrences: (i) if no Class Member both
25 objects and files either a timely motion to intervene and/or timely motion to vacate the judgment, then
26 the date the Court enters an order granting Final Approval of the Settlement; (ii) if a Class Member
27 both objects and either files a timely motion to intervene or timely motion to vacate the judgment,
28 then sixty-one (61) days following the date the Court enters an order granting final approval, assuming
no appeal is filed; or (iii) if a Class Member both objects and also files a timely motion to intervene

1 or files a motion to vacate the Judgment and also files a timely appeal, then the date of final resolution
2 of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final
3 and complete judicial approval of the Settlement in its entirety, with no further challenge to the
4 Settlement being possible. The occurrence of the Effective Date is a prerequisite to any obligation of
5 Defendants to pay any funds into the Settlement Account.

6 14. "Employer's Payroll Taxes" shall mean Defendant's share of all payroll taxes payable
7 to any and all government agencies incurred for any payments of Settlement Shares to Participating
8 Class Members pursuant to this Settlement.

9 15. "Final Approval Hearing" shall mean the hearing to be conducted by the Superior
10 Court to determine whether to finally approve and implement the terms of this Settlement.

11 16. "Individual Pay Periods" shall mean the number of Pay Periods for an individual
12 PAGA Group Member.

13 17. "Individual Workweeks" shall mean any week where a Class Member actively worked
14 at least 1 day for Defendant during the Class Period and recorded time worked in Defendant's
15 timekeeping system and as reflected in the Class Member's dates of employment in Defendant's
16 payroll and timekeeping system. A workweek without time worked (a time entry) will not be included
17 in the Workweek count.

18 18. "Judgment" shall mean the Order of Final Judgment entered by the Superior Court that
19 the Parties anticipate will be entered following a Final Approval Hearing on the Settlement in this
20 Action.

21 19. "LWDA Payment" shall mean the payment to the California Labor and Workforce
22 Development Agency ("LWDA") constituting seventy-five percent (75%) of the value assigned to
23 the claim for penalties under the California Labor Code Private Attorneys General Act, California
24 Labor Code Section 2698, *et seq.* ("PAGA"). Specifically, Thirty Thousand, Dollars and Zero Cents
25 (\$30,000.00), which shall constitute the LWDA's seventy-five percent (75%) share of Forty
26 Thousand (\$40,000.00) in civil penalties paid under this Settlement. The remaining Ten Thousand,
27 Dollars and Zero Cents (\$10,000.00) in civil penalties shall be distributed on a *pro rata* basis based
28 upon the number workweeks worked by each PAGA Group Member ("PAGA Payment").

20. "Maximum Settlement Amount" shall mean the maximum settlement amount of Four

1 Hundred Thirty Five Thousand Dollars and Zero Cents (\$435,000.00) (unless increased pursuant to
2 the Escalator Clause) in full and complete settlement of this matter, which sum includes all payments
3 to Settlement Class Members, Aggrieved Employees, Class Counsel’s attorney’s fees and litigation
4 costs, third-party administration costs, payment to the Labor Workforce Development Agency
5 (“LWDA”), and the enhancement award to Plaintiff. exclusive of the normal employer’s share of any
6 payroll taxes attributable to the Settlement Share payments allocated to wages.

7 21. “Net Settlement Amount” shall mean the Maximum Settlement Amount, less (i) the
8 Class Representative Payment approved by the Superior Court; (ii) the Class Counsel Fees Payment
9 approved by the Superior Court; (iii) the Class Counsel Litigation Expenses Payment approved by
10 the Superior Court; (iv) the LWDA Payment approved by the Superior Court; (v) the PAGA Payment
11 approved by the Superior Court; (vi) the Settlement Administrator Payment approved by the Superior
12 Court; and (vii) any other fees or expenses (other than Class Counsel Fees Payment and Class Counsel
13 Litigation Expenses Payment) incurred in implementing the terms and conditions of this Agreement
14 as approved by the Superior Court. At present, this Net Settlement Amount equates to Two Hundred
15 Twenty-Two Thousand Five Hundred Dollars and zero cents (\$222,500.00). This amount will be
16 amended when the amount payable to the Settlement Administrator becomes known to the Parties.
17 The Net Settlement Amount shall be distributed on a *pro rata* basis to Class Members, subject to the
18 distribution formula agreed upon by the Parties.

19 22. “Non-Participating Class Member” shall mean a Class Member who submits a
20 complete, valid, and timely request to be excluded from the Settlement pursuant to the instructions
21 provided in the Class Notice.

22 23. The “PAGA Group” shall mean (a) all persons who, during the PAGA Period, have
23 previously been or currently are employed in California by Defendant Purosil, LLC, as an hourly-
24 paid, non-exempt employee. “PAGA Group Member” shall mean an individual who is a member of
25 the PAGA Group (or if any such person is incompetent, deceased, or unavailable due to military
26 service, the person’s legal representative or successor in interest evidenced by reasonable
27 verification).

28 24. The “PAGA Payment” shall be Ten Thousand (\$10,000.00) in civil penalties.

25. “PAGA Payment Share” shall mean the value of each PAGA Group Member’s share

1 of the PAGA Payment as provided by this Agreement.

2 26. The “PAGA Period” shall mean the period commencing on July 3, 2021, and ending
3 on June 5, 2023.

4 27. “Participating Class Member” shall mean all Class Members who have not submitted
5 a complete, valid, and timely request to be excluded from the Settlement pursuant to the instructions
6 provided in the Class Notice.

7 28. “Pay Period” shall mean any pay period in which a Class Member actually received
8 payment from Defendant as an hourly-paid, non-exempt employee.

9 29. “Preliminary Approval” shall mean the Superior Court’s preliminary approval of the
10 Settlement without material change that the Parties anticipate will be made following submission of
11 this Agreement to the Court.

12 30. “Settlement Administrator” shall mean Phoenix Settlement Administrators who was
13 selected and mutually agreed upon by the Parties on the basis of cost and competence, with the best
14 interests of the Settlement Class Members in mind and appointed by the Superior Court to administer
15 the Settlement.

16 31. “Settlement Administrator Payment” shall mean the payment to the Settlement
17 Administrator for its fees and expenses in administering this Settlement.

18 32. “Settlement Share” shall mean the value of each Participating Class Member’s share
19 of the Net Settlement Amount as provided by this Agreement.

20 33. “Superior Court” shall mean the Superior Court of California for the County of
21 Riverside.

22 34. “Escalator Clause” Defendant has represented that there are approximately 353
23 employees in the putative class as of February 24, 2023. Defendant has represented that there are
24 approximately 26,000 workweeks in the class period through February 24, 2023, and calculated as a
25 unique week that the Class Member actively worked at least 1 day for Defendant during the Class
26 Period and had a time worked entry in Defendant’s timekeeping system. These estimated calculations
27 are based on time data and the Class Member’s dates of employment in Defendant’ payroll system
28 and may include weeks where the employee did not have a time entry, such as during vacation or a
leave of absence. If the number of workweeks during the Class Period is more than 10% greater than

1 this figure (i.e., if there are approximately 28,600 or more workweeks worked by Settlement Class
2 Members), Defendant has the option to either: (1) agree to increase the Gross Settlement Amount on
3 a proportional basis (i.e., if there was 11% increase in the number of workweeks during the Class
4 Period, Defendant would agree to increase the Gross Settlement Amount proportionately by 1%); or
5 (2) in the alternative, in the event that this provision is triggered, then Defendant may elect to end the
6 Class Period at an earlier date than described above, so as to have an earlier end to the class period at
7 the Defendant’s discretion in order to limit the covered workweeks to 28,600 (or less) in lieu of paying
8 an increase to the Maximum Settlement Amount.

9
10 **II. RECITALS**

11 35. On July 3, 2022, Class Counsel, on behalf of Plaintiff and the PAGA Group, gave
12 written notice to the Labor Workforce and Development Agency (“LWDA”) of the Labor Code
13 violations Defendant is alleged to have violated (“LWDA Exhaustion Letter”). On July 12, 2021,
14 Plaintiff commenced the Action against Defendant by filing a Complaint in the Superior Court. In
15 the Complaint, Plaintiff, on behalf of himself and all others similarly situated alleged causes of action
16 for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to
17 Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify
18 Necessary Business Expenses; (6) Failure to Timely Pay Wages at Termination; (7) Failure to Provide
19 Accurate and Itemized Wage Statements; and (8) Violation of Business & Professional Code section
20 17200. On October 20, 2022, Class Counsel amended the Complaint to add a ninth cause of action
21 for Civil Penalties pursuant to the Private Attorney’s General Act of 2004, Labor Code §§ 2698, *et*
22 *seq.* Based on these allegations, Plaintiff alleged that he and all others similarly situated were entitled
23 to unpaid wages, liquidated damages, statutory penalties, civil penalties, restitution, injunctive relief,
24 declaratory relief, attorneys’ fees, and costs of litigation, among other remedies.

25
26 36. Defendant denies and continues to deny all of Plaintiff’s material allegations.
27 Specifically, Defendant contends (1) it provided the Class with all meal periods according to law; (2)
28 it provided the Class with all rest periods according to law (3) it did not fail to pay the Class the
minimum wage; (4) it did not require or permit the Class to work off the clock and paid the Class the

1 overtime compensation to which they were entitled; (5) it did not require the Class to incur any
2 business-related expenses; (6) it provided the Class with accurate itemized wage statements,
3 consistent with Labor Code Section 226; (7) it did not fail to timely pay the Class wages due and
4 owing upon separation; (8) it did not violate Business & Professions Code Section 17200, *et seq.*; (9)
5 the PAGA Group is not entitled to penalties under PAGA; and (10) Defendant is not liable for
6 damages, including unpaid wages, liquidated damages, statutory penalties, civil penalties, attorneys’
7 fees, or costs of litigation to the Class.

8
9 37. In connection with the Action, and in order to work toward a mediated resolution
10 without the time and expense of formal discovery, the Parties produced voluminous documents and
11 data (including, by Defendant, human resource documents and policies, time records, and payroll data
12 during the Class Period) which were reviewed, investigated, and analyzed by Class Counsel.

13 38. On March 7, 2023, the Parties in the Action participated in a full day of mediation
14 before an experienced employment and class action mediator, Michael Young, Esq., which resulted
15 in a settlement of the Action (the “Mediation”).

16 39. The Settlement described in this Agreement represents a compromise and settlement
17 of highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission
18 by Defendant that Plaintiff’s claims in the Action have any merit or that they have any liability to
19 Plaintiff, the Class, the PAGA Group or the State on those claims, or as an admission by Plaintiff that
20 Defendant’s defenses in Action have any merit. This Settlement is intended to fully, finally, and
21 forever compromise, release, resolve, discharge, and settle the released claims subject to the terms
22 and conditions set forth in this Settlement.

23 40. Based on its own thorough, independent investigation and evaluation of this case,
24 Class Counsel is of the opinion that the Settlement of this Action with Defendant for the consideration
25 and on the terms set forth in this Settlement is fair, reasonable, adequate, and in the best interest of
26 the Class in light of all known facts and circumstances, including the risk of significant costs and
27 delay, the risk of non-certification of the Class, the defenses asserted by Defendant including the risks
28 of adverse determinations on the merits and numerous potential appellate issues. Although Defendant
contends that it has no liability in the Action, Defense Counsel shares Class Counsel’s belief that the

1 Settlement represents a fair and adequate settlement given the respective risks associated with the
2 case.

3 41. Based on the foregoing Recitals, the Parties agree as follows:
4

5 **III. PROCEDURE FOR APPROVING SETTLEMENT**

6 42. **Motion for Preliminary Approval of Settlement by the Superior Court.** Plaintiff
7 will move the Superior Court for an order granting Preliminary Approval of the Settlement, setting a
8 date for the Final Approval Hearing no earlier than 100 days from the date of the order granting
9 Preliminary Approval of the Settlement, and approving the Class Notice (attached as **Exhibit A** to
10 this Stipulation) (“Motion for Preliminary Approval”). Any unresolved disagreement among the
11 Parties concerning the Class Notice or other documents necessary to implement the Settlement will
12 be referred first to Michael Young, Esq., and if no resolution is reached, then to the Superior Court.

13 43. At the hearing on the Motion for Preliminary Approval, the Parties anticipate that they
14 will jointly appear, support the granting of the Motion for Preliminary Approval, and obtain an order
15 granting Preliminary Approval, granting approval of the Class Notice, and setting a date for the Final
16 Approval Hearing no earlier than 100 days from the date of the order granting Preliminary Approval.

17 44. Should the Superior Court require any amendments to this Agreement or the Motion
18 for Preliminary Approval, the Parties agree to work jointly to resolve any issues in order to secure the
19 Superior Court’s Preliminary Approval and agree to comply with the Court’s Case Management
20 Order in securing approval.

21 45. Should the Superior Court decline to preliminarily approve any material aspects of the
22 Settlement in conformity with the Court’s Case Management Order, the Settlement will be null and
23 void and the Parties will have no further obligations under it. In such event, the Parties shall be
24 returned to their respective positions as of the date and time immediately prior to the execution of this
25 Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed.

26 46. **Class Notice.** After the Superior Court enters its order granting Preliminary Approval,
27 every Class Member will be provided with the Class Notice (which will include the Class Notice
28 completed to reflect the order granting Preliminary Approval of the Settlement and the Class
Member’s information as follows:

1 (a) Within twenty-one (21) days after the Motion for Preliminary Approval is
2 granted, Defendant will provide to the Settlement Administrator the “Class Members’ Data,” which
3 shall consist of an electronic database containing (1) full name; (2) last known home address; (3) last
4 known telephone number; (4) social security number; (5) start and end dates of active employment of
5 each Class Member; (6) total Workweeks with a time entry during each segment of the Class Period;
6 (7) total Workweeks with a time entry during the PAGA Period; (8) last known email address; and
7 (9) any other information required by the Settlement Administrator in order to effectuate the terms of
8 the Settlement. If any or all of the Class Members’ Data are unavailable to Defendant, Defendant
9 will so inform Class Counsel prior to the date on which Defendant is required to submit the Class
10 Members’ Data to the Settlement Administrator and the Parties will make their best efforts to
11 reconstruct or otherwise agree upon the Class Members’ Data prior to when it must be submitted to
12 the Settlement Administrator. If the Parties are unable to agree, the dispute will be resolved by the
13 Settlement Administrator as provided below. This information will otherwise remain confidential
14 and will not be disclosed to anyone, except as required to applicable taxing authorities, as required to
15 carry out the reasonable efforts to identify Class Member information as described herein, pursuant
16 to Defendant’s express written authorization, or by order of the Superior Court.

17 (b) Upon receipt of the Class Members’ Data, the Settlement Administrator will
18 conduct a national change of address search and an in-depth skip trace for the most current address
19 of all Class Members and will update such employees’ addresses as necessary prior to the mailing of
20 the Class Notice. Within seven (7) days after receiving the Class Members’ Data, or as soon thereafter
21 as it is able to do so, the Settlement Administrator will mail the Class Notice to all identified Class
22 Members via first-class U.S. Mail using the mailing address information provided by Defendant,
23 unless modified by any updated address information that the Settlement Administrator obtains in the
24 course of administration of the Settlement.

25 (c) If a Class Notice is returned by the U.S. Postal Service because of an incorrect
26 address, the Settlement Administrator will promptly, and not later than five (5) days from receipt of
27 the returned packet, search for a more current address for the Class Member and re-mail the Class
28 Notice to the Class Member. The Settlement Administrator will use the Class Members’ Data and
otherwise work with Defense Counsel or utilize its own resources such as skip traces to find a more

1 current address. The Settlement Administrator will be responsible for taking reasonable steps,
2 consistent with its agreed-upon job parameters, court orders, and fee, to trace the mailing address of
3 any Class Member for whom a Class Notice is returned by the U.S. Postal Service. These reasonable
4 steps shall include the tracking of all undelivered mail; performing address searches for all mail
5 returned without a forwarding address; and promptly re-mailing to Class Members for whom new
6 addresses are found. Any such Class Members who failed to receive a Class Notice, or who were
7 subject to a re-mailing of the Class Notice as described herein shall be given an additional fourteen
8 (14) days to opt out or object to the Settlement.

9 (d) The Settlement Administrator will inform Class Counsel and Defense Counsel
10 of the number of returned Class Notices it receives and Class Notices re-mailed in a weekly status
11 report.

12 (e) Not later than the filing of the Motion for Final Approval Hearing, the
13 Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its
14 compliance with its obligations under this Settlement and authenticating the requests for exclusions
15 and/or objections received. The declaration will be filed with the papers submitted with the Motion
16 for Final Approval. Prior to the Final Approval Hearing, the Settlement Administrator will
17 supplement its declaration of due diligence if any material changes occur from the date of the filing
18 of its prior declaration.

19 **47. Participating Class Members; Requests for Exclusion from Class Settlement; and**
20 **Objections to Settlement.** Class Members may submit requests to be excluded from the effect of
21 the Settlement; or objections to the Settlement, pursuant to the following procedures:

22 (a) **Participating Class Members.** Each Class Member shall be deemed to be a
23 Participating Class Member unless they submit a complete, timely, and valid request to be excluded
24 from the effect of the Settlement as provided below. All Participating Class Members shall be bound
25 by the provisions and releases contained in this Settlement.

26 (b) **Request for Exclusion from Settlement.** Class Members who wish to
27 exclude themselves from the Settlement (“opt out” of the Settlement) must submit to the Settlement
28 Administrator, not later than forty-five (45) days after the date that the Settlement Administrator first
mails the Class Notices, an Exclusion Request (“the Exclusion Period”). Exclusion Requests must

1 be mailed or delivered to the Settlement Administrator via U.S. Mail, Fax, or E-mail. Class Members
2 must complete, sign, date, and timely return an Exclusion Request (attached hereto as Exhibit B) to
3 the Settlement Administrator to exclude themselves from the Settlement, setting forth information
4 necessary to identify the person as a class member. The Settlement Administrator shall contact any
5 Class Member who submits an Exclusion Request to clarify any uncertainty that may exist. A Class
6 Member who does not complete and submit a valid and timely Exclusion Request in the manner and
7 by the deadline specified above will remain a Participating Class Member and, if the Court approves
8 the Settlement, will be bound by all terms and conditions of the Settlement and by the Judgment. Per
9 the Court's Case Management Order, Class Members may use the Request for Exclusion Form, which
10 is attached to the Class Notice as a means to exclude themselves from the settlement. A Class Member
11 who timely submits a valid Exclusion Request will not participate in, or be bound by, the Settlement
12 of the Judgment and will not receive any payment pursuant to the Settlement except for a payment
13 from the portion of the PAGA Payment to the PAGA Group if the Class Member is a PAGA Group
14 Member, and will not be bound by the terms of the Settlement, except for the release of the PAGA
15 Group Released Claims if the Class Member is a PAGA Group Member, and will not have any right
16 to object, appeal, or comment thereon. To be valid, Exclusion Requests must be completed in full,
17 signed, and returned to the Settlement Administrator before the expiration of the Exclusion Period.
18 Non-Participating Class Members will not be permitted to file objections to the Settlement and/or
19 appear at the Final Approval Hearing to voice any objections to the Settlement. Members of the
20 PAGA Group cannot seek to exclude themselves from the Settlement of the PAGA claim but retain
21 all rights to exclude themselves from the Class Settlement as delineated herein. No later than fourteen
22 (14) calendar days after the close of the Exclusion Period, the Settlement Administrator shall provide
23 Counsel for both Parties with a complete list of all Class Members who have submitted timely and
24 valid Requests for Exclusion. Per the Court's Case Management Order, the Settlement Administrator
25 shall provide a declaration authenticating the requests for exclusion at the time that the motion for
26 final approval is due.

27 (c) **Objections to Settlement.** The Class Notice will provide that any Class
28 Member who does not request exclusion from the Settlement and who wishes to object to the
Settlement must serve on the Settlement Administrator, not later than forty-five (45) days after the

1 Settlement Administrator initially mails the Class Notice, a written objection to the Settlement which
2 sets forth the grounds for the objection and the other information required herein or by sending the
3 Objection Form which is attached to the Class Notice.

4 (d) The written objection must provide the minimum information necessary to (i)
5 identify the objector as a person entitled to object to the settlement, (ii) describe the nature of and
6 basis for the objection, and (iii) contact the objector to clarify any uncertainties. A Class Member
7 may elect to use the Objection Form attached hereto as Exhibit C, which will be mailed along with
8 the Class Notice. A Class Member who does not serve a written objection in the manner and by the
9 deadline specified may appear at the Final Approval Hearing to state their objection to the Settlement.
10 If a Class Member fails to submit a written objection or make an oral objection at the Final Approval
11 Hearing, the Class Member will be deemed to have waived all objections and will be foreclosed from
12 making any objections – whether by appeal or otherwise – to the Settlement. Per the Court’s Case
13 Management Order, the Settlement Administrator shall provide a declaration to the Court no later
14 than the filing the Motion for Final Approval authenticating any and all objections received.

15 (e) If a Class Member submits both a Request for Exclusion and a written
16 objection, the Settlement Administrator shall attempt to contact and determine whether the Class
17 Member would like to withdraw either the Request for Exclusion or the objection. If the Class
18 Member does not withdraw the Request for Exclusion or if the Settlement Administrator cannot
19 contact a Class Member who submits both a Request for Exclusion and an objection, the Request for
20 Exclusion shall be valid and it shall be presumed that the Class Member does not wish to participate
21 in the Settlement.

22 (f) If the Superior Court rejects the Class Member’s objection, or if the Superior
23 Court approves the settlement despite any objections, the Class Member will be deemed to be a
24 Participating Class Member and will be bound by the terms of this Settlement.

25 (g) A Class Member who timely submits a valid Exclusion Request will not
26 participate in, or be bound by, the Settlement or the Judgment and will not receive any payment
27 pursuant to the Settlement except for a payment from the portion of the PAGA Payment to the PAGA
28 Group if the Class Member is a PAGA Group Member, and will not be bound by the terms of the
Settlement and Judgment, and will not have any right to object, appeal, or comment thereon.

1 48. **Report.** Not later than seven (7) days after the deadline for submission of requests to
2 be excluded and/or objections, the Settlement Administrator will provide Defense Counsel, with a
3 complete and accurate list of names for all Participating Class Members, all Non-Participating Class
4 Members, all PAGA Group members, and all Class Members who objected to the settlement. The
5 report shall also be accompanied by an itemized calculation of the Settlement Shares for each
6 Participating Class Member, with identifying information redacted, which shall be provided to both
7 Class and Defense Counsel. The Settlement Administrator shall also provide both Parties with a
8 report identifying the number of Participating Class Members, the number of Non-Participating Class
9 Members, the number of PAGA Group members, and the number of Class Members who submitted
10 a valid, timely, and complete objection. Class Counsel shall also receive a list of Class Members who
11 objected to the Settlement and/or excluded themselves from the Settlement, which will be used in the
12 Parties' Final Approval Order.

13 49. **Resolution of Class Member and PAGA Group Member Disputes.** If a Class
14 Member and/or PAGA Group Member disputes the number of his or her Individual Workweeks
15 and/or Individual Pay Periods stated in their Class Notice, the Class Member and/or PAGA Group
16 Member must, within forty-five (45) days after the Settlement Administrator initially mails the Class
17 Notice, ask the Settlement Administrator to resolve the matter by submitting a statement of the
18 number of Workweeks and/or Pay Periods that he or she contends were worked and include any
19 documentation the Class Member and/or PAGA Group Member has to support their contention. The
20 Settlement Administrator shall notify Defendants of the dispute and provide them with a copy of the
21 Class Notice and any documentation received in support of the dispute within three (3) court days of
22 receipt thereof. Defendant shall review its payroll and personnel records and verify the correct
23 number of Workweeks and/or Pay Periods within five (5) court days of the Settlement Administrator's
24 notification. Defendant's records will have a rebuttable presumption of accuracy. After consultation
25 with Class Counsel, Defense Counsel, and the applicable Class Member and/or PAGA Group
26 Member, the Settlement Administrator will, within three (3) court days of Defendant's verification,
27 make a determination of the Class Member's and/or PAGA Group Member's number of Workweeks
28 and/or Pay Periods and that determination will be final, binding on the Parties and the Class Member
and/or PAGA Group Member, and is not appealable.

1 **50. No Solicitation of Objection; Right to Void.** Neither the Parties, nor their respective
2 counsel, will directly or indirectly solicit or otherwise encourage any Class Member to exclude him
3 or herself from the Settlement, object to the Settlement, and/or appeal from the Judgment. If ten
4 percent (10%) or more of the Class Members submit a complete, valid, and timely request to be
5 excluded from the Settlement and are deemed to be Non-Participating Class Members, then
6 Defendant shall have the unilateral right to void this Settlement. Defendant may do so by giving
7 notice to Plaintiff and the Court of its election to void the Settlement not later than fourteen (14) days
8 after the Settlement Administrator issues its report identifying the number of Participating Class
9 Members, the number of Non-Participating Class Members, and the number of Class Members who
10 objected to the settlement as described herein. Notwithstanding any other provisions in this
11 Settlement, no sums shall be payable by Defendants in the event that this Settlement is voided as
12 provided for herein.

13 **51. Additional Briefing and Final Approval.**

14 (a) Not later than sixteen (16) court days before the Final Approval Hearing, the
15 Plaintiff will prepare and file with the Superior Court a Motion for Final Approval of the Settlement,
16 including payment of the Settlement Administrator's Payment, and a memorandum in support of their
17 motion ("Motion for Final Approval"), which shall include a request for Awards of the Class
18 Representative Payment, Class Counsel Fees Payment, and the Class Counsel Litigation Expenses
19 Payment, pursuant to this Settlement, and memoranda in support of its motion. Plaintiff will seek
20 fees pursuant to *Laffitte v. Robert Half Intern., Inc.* (2016) 1 Cal. 5th 480, 503. Plaintiff will not seek
21 additional fees from Defendant or an increase in the Maximum Settlement Amount as part of the
22 Motion for awards of the Class Representative Payment, Class Counsel Fees Payment, and the Class
23 Counsel Litigation Expenses Payment.

24 (b) Not later than five (5) court days before the Final Approval Hearing, the Parties
25 shall be entitled to file and serve a response to any Class Member's objection to the Settlement and/or
26 reply in support of their Motion for Final Approval, to the extent that any opposition to said Motion
27 is filed. Plaintiff and Class Counsel may file a reply in support of their Motion for Final Approval,
28 to the extent that any opposition to said Motion is filed.

(c) If the Superior Court ultimately does not grant final approval of the Settlement

1 or grants final approval conditioned on any material change to the Settlement that is not agreed to by
2 one of the Parties, then either Party will have the right to void the Settlement. If the Settlement is
3 voided in this manner, the Parties will have no further obligations under the Settlement, including any
4 obligation by Defendant to pay any amounts that otherwise would have been payable under this
5 Settlement, except that the voiding Party will pay the Settlement Administrator's reasonable fees and
6 expenses incurred as of the date that the Party exercises the right to void the Settlement under this
7 paragraph. For the purposes of this paragraph, a "material change" is a change to the terms outlined
8 in the accepted Memorandum of Understanding, a copy of which is attached hereto as **Exhibit B**.
9 However, an award by the Superior Court of a lesser amount than that sought by Plaintiff and Class
10 Counsel for the Class Representative Payment, the Class Counsel Fees Payment, and/or the Class
11 Counsel Litigation Expenses Payment, will not constitute a material change to the Settlement within
12 the meaning of this paragraph.

13 (d) Upon final approval of the Settlement by the Superior Court at or after the Final
14 Approval Hearing, the Parties will present for the Superior Court's approval and entry a Proposed
15 Final Order and Judgment.

16 (e) After entry of the Judgment, the Superior Court will have continuing
17 jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Settlement,
18 (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as
19 may be appropriate under court rules or applicable law. However, any judgment shall not: (i) expose
20 the Participating Class Members to a potential contempt charge by barring or otherwise enjoining the
21 Participating Class Members from prosecuting the released claims; (ii) include a provision that the
22 Participating Class Members shall be deemed to have agreed not to sue on any released claims, or
23 any other provision that may expose the Participating Class Members to potential liability for either
24 breach of contract or misrepresentation; and/or (iii) provide for the dismissal of the Action.

25 52. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms
26 and conditions of this Settlement, Plaintiff, Participating Class Members, Defendant, and their
27 respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights
28 to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a
motion for new trial, a motion under Code of Civil Procedure Section 473, and any extraordinary

1 writ, and the Judgment therefore will become non-appealable by them at the time it is entered. The
2 waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings,
3 or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation
4 of the Settlement (including making payments under the Settlement) will be suspended until such
5 time as the appeal is finally resolved and the Judgment, consistent with the terms of this Settlement,
6 becomes Final.

7 **53. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.**

8 If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion,
9 petition, writ, or application, the reviewing court vacates, reverses, or modifies the Judgment such
10 that there is a material modification to the Settlement, and that court's decision is not completely
11 reversed and the Judgment is not fully affirmed on review by a higher court, then either Party will
12 have the right to void the Settlement, which the Party must do by giving written notice to the other
13 Parties, the reviewing court, and the Superior Court, not later than fourteen (14) days after the
14 reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes final.
15 For the purposes of this paragraph, a "material change" is a change to the terms outlined in the
16 accepted Memorandum of Understanding, a copy of which is attached hereto as **Exhibit B**. A
17 vacation, reversal, or modification of the Superior Court's award of the Class Representative
18 Payment, the Class Counsel Fees Payment, and/or Class Counsel Litigation Expenses Payment will
19 not constitute a vacation, reversal, or material modification of the Judgment within the meaning of
20 this paragraph.

21 **54. Establishment of Settlement Account.** Within seven (7) calendar days after the
22 Effective Date, the Settlement Administrator will provide the Parties with an accounting of all
23 anticipated payments from the Settlement Fund Account as specified in this Settlement Agreement
24 and approved by the Court, including, but not limited to: (a) Plaintiff's Enhancement Payment; (b)
25 the Class Counsel Fees Payment; (c) the Class Counsel Litigation Expenses Pay; (d) Settlement
26 Administration Costs; (e) the PAGA Payment; and (f) Payment of Settlement Shares to Class
27 Members and related taxes thereon. The Settlement Administrator shall establish a Settlement
28 Account within ten (10) days of the Effective Date and notify the Parties when the Settlement Account
has been established. Within ten (10) days after receiving notification of the Settlement Account and

1 statement for the Settlement Account Deposit, Defendant shall pay into the Settlement Account an
2 amount equal to the Settlement Account Deposit. Defendant shall have no obligation to pay any
3 additional funds into the Settlement Account, besides its share of employer taxes.

4 **55. Payment of Settlement Shares and PAGA Payment Shares.** The Settlement
5 Administrator shall pay to each Participating Class Member his or her Settlement Share and to each
6 PAGA Group Member his or her PAGA Payment Share from the Settlement Account. The Settlement
7 Administrator shall pay each Settlement Share by sending a check in the appropriate amount after
8 withholdings to the Participating Class Member at the address indicated in the Class Member's Data.
9 The Settlement Administrator shall pay each PAGA Payment Share by sending a check in the
10 appropriate amount to the PAGA Group Member at the address indicated in the PAGA Group
11 Member's Data. Such payment shall be sent by the Settlement Administrator via U.S. Mail within
12 fourteen (14) days of its receipt of the Settlement Account Deposit from Defendant. The Settlement
13 Administrator shall mail a reminder postcard to any Class Member whose Settlement Share and/or
14 PAGA Payment Share has not been negotiated within 60 days after the first mailing. If (i.) any of the
15 Class Members are current employees of the Defendant, (ii) the distribution mailed to those
16 employees is returned to the Settlement Administrator as being undeliverable, and (iii) the Settlement
17 Administrator is unable to locate a valid mailing address, the Settlement Administrator shall arrange
18 with the Defendant to have those distributions delivered to the Class Member at their place of
19 employment.

20 **56. Uncashed Settlement Share and PAGA Payment Share Checks.** Any checks paid
21 to Participating Class Members and/or PAGA Group Members shall be negotiable for one hundred
22 and eighty (180) calendar days from the date of their issuance. A Participating Class Member must
23 cash his or her Settlement Share check within one hundred and eighty (180) calendar days after it is
24 mailed to him or her. A PAGA Group Member must cash his or her PAGA Payment Share check
25 within one hundred and eighty (180) calendar days after it is mailed to him or her. If a check remains
26 uncashed after one hundred and eighty (180) calendar days from the initial mailing, or if a check is
27 returned to the Settlement Administrator as undeliverable during the one hundred eighty-day period,
28 the Settlement Administrator shall take all reasonable efforts to identify the Participating Class
Member's and/or PAGA Group Member's correct address, including the performance of a "skip-

1 trace.” If an updated address can be identified, the Settlement Administrator shall issue another check
2 to the Participating Class Member and/or PAGA Group Member and mail it to the Participating Class
3 Member and/or PAGA Group Member at his or her updated address. If an updated address for the
4 Participating Class Member and/or PAGA Group Member cannot be identified, if a reissued check is
5 once again returned to the Settlement Administrator as undeliverable, or if the reissued check remains
6 uncashed after one hundred eighty (180) calendar days, the Settlement Administrator will keep an
7 accounting of such funds and shall give notice to the Parties of the total balance of uncashed
8 Settlement Shares and/or PAGA Payment Shares. A Participating Class Member who fails to
9 negotiate or receive their Settlement Share check despite the procedures described above shall
10 nevertheless remain bound by the Settlement and the releases contained herein. A PAGA Group
11 Member who fails to negotiate or receive their PAGA Payment Share check despite the procedures
12 described above shall nevertheless remain bound by the Settlement, shall forfeit those funds, and
13 those funds shall be sent to the California State Bar’s Justice Gap Fund by the Administrator if the
14 collective amount of those checks do not justify the expense of a second distribution to aggrieved
15 employees who did cash their checks.

16 57. The funds represented by Settlement Share and/or PAGA Payment Share checks
17 remaining uncashed for more than one hundred and eighty (180) calendar days after issuance shall be
18 voided and then shall be transmitted to the Controller of the State of California to be held pursuant to
19 the Unclaimed Property Law, California Civil Code Section 1500, *et seq.*, in the names of those
20 Participating Class Members and/or PAGA Group Members who did not cash their checks until such
21 time they claim their property. The Parties agree that this disposition results in no “unpaid residue”
22 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out
23 to Participating Class Members, whether or not they all cash their settlement checks.

24 58. **Final Report by Settlement Administrator to Superior Court.** Within ten (10) days
25 after final disbursement of all funds from the Settlement Account, the Settlement Administrator will
26 serve on the Parties and file with the Superior Court a declaration providing a final summary report
27 on the disbursements of all funds from the Settlement Account. Within ten (10) days after
28 transmission of any remaining unclaimed funds to the California State Bar’s Justice Gap Fund the
Settlement Administrator will serve on the Parties and file with the Superior Court a declaration

1 providing a final summary report on the transmission of any remaining unclaimed funds to Controller
2 of the State of California as outlined above. Notice of final judgment, and amended judgement will
3 be posted on the Settlement Administrator's website from 7 days after entry of judgment to 30 days
4 after the check-cashing deadline.

5 **IV. SETTLEMENT TERMS AND CONDITIONS**

6 **59. Conditional Certification for Settlement Purposes.** Solely for the purposes of
7 effectuating this Settlement, and subject to Court approval, the Parties hereby stipulate to the
8 conditional certification of the following Settlement Class: "all persons who, during the Class Period,
9 have previously been or currently are employed in California by Defendant Purosil, LLC as an hourly-
10 paid non-exempt employee." The Parties agree that if for any reason the Settlement is not
11 preliminarily and/or finally approved, the conditional certification of the Settlement Class will be of
12 no force or effect, does not constitute an admission by Defendant that class certification is proper,
13 and will not be deemed admissible in this or any other proceeding, and that the Parties will litigate
14 the issue of class certification.

15 **60. Settlement Shares.** Subject to the terms and conditions of this Settlement, the
16 Settlement Administrator will calculate the estimated Settlement Shares for each Class Member
17 within ten (10) days after Defendant provide the Settlement Administrator with the Class Members'
18 Data. The Settlement Share for each Class Member will be calculated as follows, understanding that
19 the formulas below do not constitute an admission by either Party, and are intended only to provide a
20 practical means to simplify and administer the claims process:

21 (a) **Number of Class Members and Workweeks.** Defendant shall determine the
22 total number of Class Members and the aggregate number of Workweeks for those Class Members
23 who worked during the Class Period. This information shall be provided to the Settlement
24 Administrator along with the Class Members' Data as described above.

25 (b) **Calculation of the Workweek Value.** The Settlement Administrator shall
26 determine the value of a Workweek ("Workweek Value") by taking the Net Settlement Amount and
27 dividing it by the sum of all Class Members' Workweeks who do not opt out of the Settlement.

28 (c) **Calculation of Settlement Shares.** The Settlement Administrator shall assign
to each Participating Class Member a Settlement Share which shall be equal to the Workweek Value

1 multiplied by each Participating Class Member's Individual Workweeks. Upon calculation of the
2 Participating Class Members' Settlement Shares, the Settlement Administrator shall furnish to Class
3 Counsel and Defense Counsel a worksheet containing a list of employee identification numbers for
4 the Class Members with their corresponding Individual Workweeks and Settlement Shares.

5 **61. PAGA Payment Shares.** Subject to the terms and conditions of this Settlement, the
6 Settlement Administrator will calculate the PAGA Payment Shares for each PAGA Group Member
7 within ten (10) days after Defendants provide the Settlement Administrator with the PAGA Group
8 Members' Data. The PAGA Payment Share for each PAGA Group Member will be calculated as
9 follows, understanding that the formulas below do not constitute an admission by either Party, and
10 are intended only to provide a practical means to simplify and administer the claims process:

11 **(a) Number of PAGA Group Members and Pay Periods.** Defendant shall
12 determine the total number of PAGA Group Members and the aggregate number of Pay Periods for
13 those PAGA Group Members as of the time of Preliminary Approval. This information shall be
14 provided to the Settlement Administrator along with the Class Members' Data as described above.

15 **(b) Calculation of the Pay Period Value.** The Settlement Administrator shall
16 determine the value of a Pay Period ("Pay Period Value") by taking the PAGA Payment amount and
17 dividing it by the sum of all PAGA Group Members' Pay Periods.

18 **(c) Calculation of PAGA Payment Shares.** The Settlement Administrator shall
19 assign to each PAGA Group Member a PAGA Payment Share which shall be equal to the Pay Period
20 Value multiplied by each PAGA Group Member's Individual Pay Periods. Upon calculation of the
21 PAGA Group Members' PAGA Payment Shares, the Settlement Administrator shall furnish to Class
22 Counsel and Defense Counsel a worksheet containing a list of employee identification numbers for
23 the PAGA Group Members with their corresponding Individual Pay Periods Pay Periods and PAGA
24 Payment Shares.

25 **62. Taxes and Withholdings.** Each Settlement Share is intended to settle the Class
26 Members' claims for unpaid wages and penalties. Accordingly, twenty percent (20%) of each
27 Settlement Share shall represent unpaid wages, forty percent (40%) of each Settlement Share shall
28 represent interest, and forty percent (40%) of each Settlement Share shall represent penalties. The
portion of the Settlement Share representing unpaid wages shall be paid to each Participating Class

1 Member subject to any applicable employee-side tax withholdings and deductions, and the Settlement
2 Administrator shall issue an IRS Form W-2 to each Participating Class Member for that amount. The
3 portion of the Settlement Share representing penalties shall be paid to the Participating Class Member
4 in full without deductions or withholdings, and the Settlement Administrator shall issue an IRS Form
5 1099 to each Participating Class Member for that amount. Each Participating Class Member shall be
6 individually responsible for their own share of applicable income tax withholdings and deductions
7 from the Settlement Share attributable to the portion of the settlement for which an IRS Form 1099
8 will be issued. Defendant shall be responsible for payment of the Employer Payroll Tax attributable
9 to the Settlement Share payments constituting wages. The Employer's Payroll Tax shall not be
10 deducted from the Maximum Settlement Amount and shall not be included in any payments of
11 Settlement Shares. The Parties agree and understand that Defendant has not made any representations
12 regarding the tax obligations or consequences, if any, related to this Settlement. The Parties agree
13 that Defendant and each Participating Class Member are solely responsible for determining the tax
14 consequences of payments made pursuant to this Settlement and for paying taxes, if any, which are
15 determined to be owed by each of them on such payments (including penalties and interest related
16 thereto) by any taxing authority, whether state, local, or federal.

17 63. Each PAGA Payment Share is intended to settle the PAGA Group Members' claims
18 for civil penalties. Accordingly, one hundred percent (100%) of each PAGA Payment Share shall
19 represent civil penalties. The PAGA Payment Share shall be paid to the PAGA Group Member in
20 full without deductions or withholdings, and the Settlement Administrator shall issue an IRS Form
21 1099 to each PAGA Group Member for that amount, to the extent the PAGA Group Member's PAGA
22 Payment Share is Six Hundred Dollars and Zero Cents (\$600.00) or more. Each PAGA Group
23 Member shall be individually responsible for his or her own share of applicable income tax
24 withholdings and deductions for his or her PAGA Payment Share.

25 64. **Total Payment Amount.** In no event, except as outlined in the Escalator Clause, will
26 Defendant be required to pay more than the Maximum Settlement Amount for distribution to the
27 Plaintiff, Class Counsel, Participating Class Members, PAGA Group Members, LWDA, Settlement
28 Administrator, or for any other costs or expenses not otherwise enumerated. However, Defendant
shall be responsible for paying any Employer Payroll Taxes for the payment of Settlement Shares

1 attributable to wages, which shall not be paid from the Settlement Account and shall not be included
2 in the Maximum Settlement Amount.

3 **65. Payments to Plaintiff and Class Counsel and Others.** Subject to the terms and
4 conditions of this Settlement, the Settlement Administrator will make the following payments out of
5 the Maximum Settlement Amount as follows:

6 **(a) To Plaintiff:** In addition to his Settlement Share, Plaintiff will apply to the
7 Superior Court for a Class Representative Payment in an amount not to exceed Seven Thousand Five
8 Hundred Dollars and Zero Cents (\$7,500.00). Defendant will not oppose this Class Representative
9 Payment. The Settlement Administrator will pay the Class Representative Payment approved by the
10 Superior Court out of the Maximum Settlement Amount. Payroll tax withholding and deductions will
11 not be taken from the Class Representative Payment and an IRS Form 1099 will be issued to Plaintiff
12 for this payment.

13 **(b) To Class Counsel:** Class Counsel will apply to the Superior Court for the
14 Class Counsel Fees Payment in an amount not to exceed One Hundred and Forty Five Thousand
15 Dollars and Zero Cents (\$145,000), or one-third (1/3) of the Maximum Settlement Amount. Class
16 Counsel will also submit to the Superior Court a memorandum of costs for the Class Counsel
17 Litigation Expenses Payment in an amount not to exceed Twenty Thousand Dollars and Zero Cents
18 (\$20,000.00) as request reasonable costs of suit to be paid from the Maximum Settlement Amount.
19 Defendant will not oppose these requests. The Settlement Administrator will pay the amounts
20 approved by the Superior Court out of the Maximum Settlement Amount. Withholding and
21 deductions will not be taken from the Class Counsel Fees Payment or Class Counsel Litigation
22 Expenses Payment and one or more IRS Forms 1099 will be issued to Class Counsel with respect to
23 those payments.

24 **(c) To the LWDA:** As part of their Motions for Preliminary and Final Approval,
25 the Parties will jointly apply to the Superior Court for approval of the LWDA Payment in the amount
26 of Thirty Thousand Dollars and Zero Cents (\$30,000.00), which shall constitute the LWDA's
27 seventy-five percent (75%) share of Forty Thousand Dollars and Zero Cents (\$40,000.00) in civil
28 penalties paid under this Settlement. The remaining Ten Thousand Dollars and Zero Cents
(\$10,000.00) in civil penalties shall be distributed on a *pro rata* basis based upon the number of pay

1 periods worked by each PAGA Group Member (“PAGA Payment”).

2 (d) **To the Settlement Administrator:** The Settlement Administrator will be paid
3 from the Maximum Settlement Amount its reasonable fees and expenses as approved by the Superior
4 Court, which are estimated not to exceed \$10,000 (Ten Thousand Dollars and Zero Cents).

5 66. **Appointment of Settlement Administrator.** The Parties will ask the Superior Court
6 to appoint Phoenix Settlement Administrators, a qualified and experienced administrator based in
7 California where the Action is venued, to serve as the Settlement Administrator, which, as a condition
8 of appointment, will agree to be bound by this Agreement with respect to the performance of its duties
9 and its compensation. The Settlement Administrator’s duties will include (i) calculating Settlement
10 and PAGA Payment Shares; (ii) preparing, printing, and mailing the Class Notice to all Class
11 Members; (iii) using reasonable measures to contact all Class Members, including conducting a
12 National Change of Address search on all Class Members before mailing the Class Notice to each
13 Class Member’s address; (iv) re-mailing the Class Notice to the Class Member’s new address for
14 those Class Members whose address had changed; (v) setting up a toll-free telephone number to
15 receive calls from Class Members; (vi) receiving requests for exclusion and objections to the
16 Settlement; (vii) providing the Parties with weekly status reports about the delivery of Class Notices
17 and any requests for exclusion and objections; (viii) issuing the checks to effectuate the payments due
18 under the Settlement; (ix) using reasonable measures to deliver issued checks to Participating Class
19 Members, including use of a “skip-trace” for undeliverable checks; and (x) otherwise administering
20 the Settlement pursuant to this Agreement including paying and reporting the employer’s share of the
21 payroll taxes to the appropriate taxing agency. The Settlement Administrator will have the final
22 authority to resolve all disputes concerning the calculation of a Participating Class Member’s
23 Settlement Share and/or PAGA Group Member’s PAGA Payment Share, subject to the terms set forth
24 in this Agreement. The Settlement Administrator’s reasonable fees and expenses will be paid out of
25 the Maximum Settlement Amount, as set forth herein, subject to Court approval.

26 **V. RELEASE OF CLAIMS**

27 67. **Plaintiff’s Released Claims.** Plaintiff, individually and on behalf of Plaintiff’s heirs,
28 executors, administrators, representatives, attorneys, successors and assigns knowingly and
voluntarily releases and forever discharges Defendant, including any and all parent corporations,

1 affiliates, subsidiaries, managers, divisions, predecessors, insurers, franchisors, successors and
2 assigns, including but not limited to each of their current and former employees, attorneys, officers,
3 directors and agents thereof, both individually and in their business capacities, and their employee
4 benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and
5 programs (collectively, "Plaintiff's Released Parties"), to the fullest extent permitted by law, of and
6 from any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may
7 have against the Plaintiff's Released Parties as of the date of execution of this Settlement
8 Agreement. Plaintiff is not waiving any rights Plaintiff may have to: (i) Plaintiff's own vested
9 accrued employee benefits under the Defendant's health, welfare or retirement benefits plans, if any,
10 as of the date of execution of this Settlement Agreement; (ii) benefits or rights to seek benefits under
11 applicable workers' compensation (except as to claims under Labor Code §§ 132a and 4553 which
12 are expressly released herein) or unemployment insurance or indemnification statutes; (iii) pursue
13 claims which by law cannot be waived by signing this Settlement Agreement; and (iv) enforce this
14 Settlement Agreement.

15 68. To affect a full and complete general release as described above, Plaintiff expressly
16 waives and relinquishes all rights and benefits of § 1542 of the Civil Code of the State of California,
17 without exception, except as may be prohibited by law, and does so understanding and acknowledging
18 the significance and consequence of specifically waiving § 1542. Civil Code section 1542, which
19 Plaintiff agrees to expressly waive, states:

20 A general release does not extend to claims that the creditor or releasing party does not know
21 or suspect to exist in his or her favor at the time of executing the release and would have
22 materially affected his or her settlement with the debtor or released party.

23 Thus, notwithstanding the provisions of § 1542, and to implement a full and complete release and
24 discharge of all parties, Plaintiff expressly acknowledges this Settlement Agreement is intended to
25 include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in
26 Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement
27 contemplates the extinguishment of any such claims. Plaintiff warrants Plaintiff has read this
28 Settlement Agreement, including this waiver of California Civil Code § 1542, and that Plaintiff has
consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this

1 Settlement Agreement and specifically about the waiver of § 1542, and that Plaintiff understands this
2 Settlement Agreement and the § 1542 waiver, and so Plaintiff freely and knowingly enters into this
3 Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different
4 from or in addition to those Plaintiff now knows or believes to be true regarding the matters released
5 or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and
6 agreements contained in this Settlement Agreement shall remain effective in all respects
7 notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes
8 any and all risk of any mistake in connection with the true facts involved in the matters, disputes or
9 controversies released or described in this Settlement Agreement or with regard to any facts now
10 unknown to Plaintiff relating thereto.

11 **69. Participating Class Members Released Claims.** As of the date of the Judgment,
12 each Participating Class Member, and without the need to manually sign a release document, shall
13 release the Released Parties from all causes of action and claims stated in the Operative Complaint
14 and those based solely upon the facts alleged therein, including all of the following claims for relief
15 from July 12, 2018, through June 5, 2023: (1) Failure to Pay Minimum Wages; (2) Failure to Pay
16 Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit
17 Rest Breaks; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Wages
18 at Termination; (7) Failure to Provide Accurate and Itemized Wage Statements; and (8) Violation of
19 Business & Professional Code section 17200. (“Class Released Claims”). The Class Released Claims
20 for the Participating Class Members excludes all claims for vested benefits, wrongful termination,
21 unemployment insurance, disability, social security, workers’ compensation, claims while not an
22 Eligible Employee, claims outside of the Class Period, and claims covered in the PAGA Group
23 Released Claims. The Class Released Claims only covers the time period of from July 12, 2018, and
24 ending on June 5, 2023.

25 **70. The PAGA Group Released Claims:** As of the date of the Judgment, Plaintiff, the
26 and the LWDA shall release, from July 3, 2021, through August 15, 2022, the Released Parties from
27 all claims for civil penalties under the California Labor Code Private Attorney’s General Act of 2004
28 that were alleged in Plaintiff’s LWDA Exhaustion Letter and only to the extent those claims are also

1 alleged in the Action, including claims for relief for: (1) Failure to Pay Minimum Wages; (2) Failure
2 to Pay Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and
3 Permit Rest Breaks; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely
4 Pay Wages at Termination; and (7) Failure to Provide Accurate and Itemized Wage Statements. The
5 PAGA Released Claims only cover the time period of July 3, 2021, and ending on June 5, 2023.

6 71. Released Parties include Defendant Purosil, LLC, together with its past and present,
7 officers, directors, and employees.

8 72. The PAGA Released Claims, coupled with the approval Order and Judgment has full
9 *res judicata* effect, is final, and preclude and bar any future suits involving the PAGA Released
10 Claims from July 3, 2021, and ending on June 5, 2023. *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46
11 Cal.4th 969, 986 (“Because an aggrieved employee action under the Labor Code Private Attorneys
12 General Act of 2004 functions as a substrate for an action brought by the government itself, a
13 judgment in that action binds all those, including nonparty aggrieved employees who would be bound
14 by a judgment in an action brought by the government”).

15 73. The Participating Class Members Released Claims and PAGA Released Claims
16 described above expressly exclude all claims made for vested benefits, wrongful termination,
17 unemployment insurance, disability, social security, workers’ compensation, claims while classified
18 as exempt, and claims outside of the Class Period and/or PAGA Period.

19 74. **Class Counsel.** As of the Effective Date, and except as otherwise provided by this
20 Settlement, Class Counsel and any counsel associated with Class Counsel waive any further claims
21 to costs and attorneys’ fees and expenses against Defendant or the Releasees arising from or related
22 to the Action, including but not limited to claims based on the Labor Code, the Code of Civil
23 Procedure, PAGA, the Fair Labor and Standards Act, the Business and Professions Code, or any other
24 contract, statute or law (“Class Counsel Released Claims”).

25 75. **No Effect on Other Benefits.** The payment of Settlement Shares and/or PAGA
26 Payment Shares will not result in any additional employee benefit payments (such as 401(k), vacation,
27 or bonus) and shall not have any effect on the eligibility for, or calculation of, any employee benefit.
28

1 **VI. DUTIES OF THE PARTIES**

2 76. **Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to
3 accomplish and implement the terms of this Stipulation. Such cooperation shall include, but not be
4 limited to, execution of such other documents and the taking of such other actions as may reasonably
5 be necessary to fulfill the terms of this Settlement unless the Court denies the Settlement with
6 prejudice. The Parties shall use their best efforts, including all efforts contemplated by this Stipulation
7 and any other efforts that may become necessary by court order or otherwise, to effectuate this
8 Stipulation and the terms set forth herein. As soon as practicable after execution of this Stipulation,
9 Class Counsel, with the cooperation of Defendant and Defense Counsel, shall take all necessary and
10 reasonable steps to secure the Court's approval of this Stipulation. The Parties will work together to
11 make any non-material modifications of the Settlement requested by the Court to obtain approval of
12 the Parties' Settlement.

13 77. **Duty to Support and Defend the Class Settlement.** The Parties agree to abide by
14 all of the terms of the Settlement in good faith and to support the Settlement fully and to use their best
15 efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

16 78. **Duties Prior to Court Approval.** Class Counsel shall promptly submit this
17 Stipulation to the Court for preliminary approval and determination by the Court as to its fairness,
18 adequacy, and reasonableness. Promptly upon execution of this Stipulation, Class Counsel shall
19 apply to the Court for the entry of a preliminary order, scheduling a hearing on the question of whether
20 the proposed Class Settlement should be approved as fair, reasonable, and adequate as to the Class
21 Members, approving as to form and content the proposed Class Notice attached hereto as **Exhibit A**,
22 respectively, and directing the mailing of the Class Notice to Settlement Class Members.

23 **VII. MISCELLANEOUS TERMS**

24 79. **No Admission of Liability.** Defendant denies that they have engaged in any unlawful
25 activity, have failed to comply with the law in any respect, or have any liability to anyone under the
26 claims asserted in the Action. This Settlement is entered into solely for the purpose of compromising
27 highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission
28 of liability or wrongdoing by Defendant, an admission by Plaintiff that any of his claims were non-
meritorious, or any defense asserted by Defendant was meritorious. This Settlement and the fact that

1 Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be
2 admissible in connection with, any litigation between the Parties (other than solely in connection with
3 the Settlement).

4 80. As it relates to the Parties only, the Parties also agree that this release constitutes a
5 resolution of a good faith dispute concerning wages and complies with Labor Code Section 206.5,
6 which reads in part:

7 “Execution of release of claim or right on account of wages due. No
8 employer shall require the execution of any release of any claim or
9 right on account of wages due, or to become due, or made, or made
10 as an advance on wages to be earned, unless payment of those wages
11 has been made.”

12 81. As it relates to the Parties only, whether or not the Judgment becomes Final, neither
13 the Settlement, any document, statement, proceeding or conduct related to the Settlement, nor any
14 reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as,
15 received as, or deemed to be evidence for any purpose adverse to Defendant or any other beneficiary
16 of the releases granted under this Settlement (the “Released Parties”), including, but not limited to,
17 evidence of a presumption, concession, indication or admission by any of the Released Parties of any
18 liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered
19 in evidence against any of the Released Parties, or any other civil, criminal or administrative action
20 or proceeding except for purposes of effectuating this Settlement.

21 82. Notwithstanding Paragraph 82 of this Settlement, any and all provisions of this
22 Settlement may be admitted in evidence and otherwise used in any and all proceedings to enforce any
23 or all terms of this Settlement, or in defense of any claims released or barred by this Settlement.

24 83. **Confidentiality.** The Parties and their Counsel will keep the settlement confidential
25 through preliminary approval. Thereafter, the Parties will agree to make no comments to the media
26 or otherwise publicize the terms of the settlement. However, Plaintiff’s counsel shall be allowed to
27 discuss the Settlement Administration with Class Members and disclose the Settlement to any Court
28 for any matter for the of determining Plaintiff’s counsel’s adequacy as counsel.

84. **Integrated Agreement.** After this Settlement is signed and delivered by all Parties

1 and their counsel, this Settlement and its exhibits will constitute the entire agreement between the
2 Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties,
3 covenants, or inducements have been made to any Party concerning this Settlement or its exhibits
4 other than the representations, warranties, covenants, and inducements expressly stated in this
5 Settlement and its exhibits.

6 **85. Attorney Authorization.** Class Counsel and Defense Counsel warrant and represent
7 that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action
8 required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms,
9 and to execute any other documents required to effectuate the terms of this Settlement. The Parties
10 and their counsel will cooperate with each other and use their best efforts to affect the implementation
11 of the Settlement. In the event the Parties are unable to reach agreement on the form or content of
12 any document needed to implement the Settlement, or on any supplemental provisions that may
13 become necessary to effectuate the terms of this Settlement, the Parties will seek the assistance of
14 mediator Steve Rottman, Esq., and if no resolution is reached the Superior Court, and in all cases all
15 such documents, supplemental provisions and assistance of the court will be consistent with this
16 Settlement.

17 **86. Modification of Agreement.** This Agreement, and any and all parts of it, may be
18 amended, modified, changed, or waived only by an express written instrument signed by all Parties,
19 their successors-in-interest, and/or the Parties' respective counsel, as authorized.

20 **87. Settlement Binding on Successors.** This Settlement Agreement will be binding upon,
21 and inure to the benefit of, the successors of each of the Parties.

22 **88. Applicable Law.** All terms and conditions of this Settlement and its exhibits will be
23 governed by and interpreted according to the laws of the State of California, without giving effect to
24 any conflict of law principles or choice of law principles.

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

28 **90. Fair Settlement.** The Parties and their respective counsel believe and warrant that
this Settlement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at

1 this Settlement through arms-length negotiations, taking into account all relevant factors, current and
2 potential.

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

5 92. **Notice.** All notices, demands or other communications given under this Settlement
6 will be in writing and deemed to have been duly given as of the third business day after mailing by
7 U.S. Mail, addressed as follows:

8 *To Class Counsel:* MOON & YANG, APC
9 Kane Moon (SBN 249834)
10 Allen Feghali (SBN 301080)
11 Edwin Kamarzarian (SBN 327830)
12 1055 W. Seventh St., Suite 1880
13 Los Angeles, California 90017

14 *To Defense Counsel:* Brandon R. McKelvey (SBN 217002)
15 Timothy B. Nelson (SBN 235279)
16 Douglas R. Leach (SBN 325955)
17 **MEDINA McKELVEY LLP**
18 925 Highland Pointe Drive, Suite 300
19 Roseville, CA 95678
20 Telephone: (916) 960-2211

21 93. **Execution in Counterpart.** This Settlement may be executed in one or more
22 counterparts. All executed counterparts and each of them will be deemed to be one and the same
23 instrument provided that counsel for the Parties will exchange between themselves original signed
24 counterparts. Facsimile signatures, scanned PDF signatures, and electronic signatures will be
25 presumptive evidence of execution of the original, which shall be produced on reasonable request.
26 Any executed counterpart will be admissible to prove the existence and contents of this Settlement.

27 DATED: _____ **JUAN CARLOS AVILES AMAYA**
28 _____

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DATED: 5/15/2023

PUROSIL, LLC

DocuSigned by:

By:

Thomas M. Garrett

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Its:

CEO

DATED: _____

MOON & YANG, APC

By:

Kane Moon, Esq.
Allen Feghali, Esq.
Edwin Kamarzarian, Esq.
Attorneys for Plaintiff
JUAN CARLOS AVILES AMAYA

DATED: May 15, 2023

MEDINA McKELVEY LLP

By:

[Signature]
Brandon R. McKelvey
Timothy B. Nelson
Douglas R. Leach
Attorneys for Defendant
PUROSIL, LLC

1 this Settlement through arms-length negotiations, taking into account all relevant factors, current and
2 potential.

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

5 92. **Notice.** All notices, demands or other communications given under this Settlement
6 will be in writing and deemed to have been duly given as of the third business day after mailing by
7 U.S. Mail, addressed as follows:


8 *To Class Counsel:* MOON & YANG, APC
9 Kane Moon (SBN 249834)
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12 1055 W. Seventh St., Suite 1880
13 Los Angeles, California 90017

14 *To Defense Counsel:* Brandon R. McKelvey (SBN 217002)
15 Timothy B. Nelson (SBN 235279)
16 Douglas R. Leach (SBN 325955)
17 **MEDINA McKELVEY LLP**
18 925 Highland Pointe Drive, Suite 300
19 Roseville, CA 95678
20 Telephone: (916) 960-2211

21 93. **Execution in Counterpart.** This Settlement may be executed in one or more
22 counterparts. All executed counterparts and each of them will be deemed to be one and the same
23 instrument provided that counsel for the Parties will exchange between themselves original signed
24 counterparts. Facsimile signatures, scanned PDF signatures, and electronic signatures will be
25 presumptive evidence of execution of the original, which shall be produced on reasonable request.
26 Any executed counterpart will be admissible to prove the existence and contents of this Settlement.

27 DATED: 5/10/2023 _____

JUAN CARLOS AVILES AMAYA

DocuSigned by:

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DATED: _____

PUROSIL, LLC

By: _____

Its: _____

DATED: 5/10/2023

MOON & YANG, APC

By:  _____

Kane Moon, Esq.

Allen Feghali, Esq.

Edwin Kamarzarian, Esq.

Attorneys for Plaintiff

JUAN CARLOS AVILES AMAYA

DATED: _____

MEDINA McKELVEY LLP

By: _____

Brandon R. McKelvey

Timothy B. Nelson

Douglas R. Leach

Attorneys for Defendant

PUROSIL, LLC

1 Kane Moon (SBN 249834)
E-mail: kane.moon@moonyanglaw.com
2 Allen Feghali (SBN 301080)
E-mail: allen.feghali@moonyanglaw.com
3 Charlotte Mikat-Stevens (SBN 327047)
E-mail: charlotte.mikat-stevens@moonyanglaw.com

4 **MOON & YANG, APC**
1055 W. Seventh St., Suite 1880
5 Los Angeles, California 90017
6 Telephone: (213) 232-3128
7 Facsimile: (213) 232-3125

8 *Attorneys for Plaintiff JUAN CARLOS AVILES AMAYA*

9 Brandon R. McKelvey (SBN 217002)
E-mail: brandon@medinamckelvey.com
10 Timothy B. Nelson (SBN 235279)
E-mail: tim@medinamckelvey.com
11 Douglas R. Leach (SBN 325955)
E-mail: doug@medinamckelvey.com

12 **MEDINA McKELVEY LLP**
925 Highland Pointe Drive, Suite 300
13 Roseville, CA 95678
14 Telephone: (916) 960-2211

15 *Attorneys for Defendant PUROSIL, LLC*

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **FOR THE COUNTY OF RIVERSIDE**

18 JUAN CARLOS AVILES AMAYA, individually,
19 and on behalf of all others similarly situated,

20 Plaintiff,

21 vs.
22

23 PUROSIL, LLC, a limited liability corporation;
24 and DOES 1 through 10, inclusive,

25 Defendants
26
27

Case No.: CVRI2202854

CLASS AND REPRESENTATIVE ACTION

[Assigned for all purposes to Hon. Harold W.
Hopp, Dept. 10]

**AMENDMENT TO JOINT STIPULATION
OF CLASS ACTION SETTLEMENT**

Action Filed: July 12, 2022

Trial Date: Not set

1 **AMENDMENT TO JOINT STIPULATOIN OF CLASS ACTION SETTLEMENT**

2 **1. RECITALS**

3 **1.1** WHEREAS on or about May 15, 2023, Plaintiff Juan Carlos Aviles Amaya (“Plaintiff”)
4 and Defendant Purosil, LLC (“Defendant”) (collectively, the “Parties,” and individually, each a “Party”)
5 entered into a class action and PAGA settlement agreement (the “Agreement” or “Settlement
6 Agreement”) for full resolution of the above-captioned litigation.

7 **1.2** WHEREAS the Parties understand the Settlement Agreement is subject to the Court’s
8 approval and intend to submit the Agreement to the Court with a motion for preliminary approval (the
9 “Motion for Preliminary Approval”).

10 **1.3** WHEREAS during the preparation of the Motion for Preliminary Approval, counsel for
11 the respective Parties met and conferred regarding certain items identified in the Settlement Agreement
12 that were inconsistent with fact or the Court’s Class Action Case Management Order #1 dated July 12,
13 2022, and accordingly agreed to amend the Settlement Agreement as needed and provided for herein.

14 **1.4** WHEREAS this Amendment to the Settlement Agreement (the “Amendment to
15 Settlement Agreement”) is made by and between the Parties, via the undersigned counsel, setting forth
16 modified terms upon which the Parties have agreed to settle the Action in order to prevent any delay in
17 resolution of the Action and disbursement of funds to Class Members and/or PAGA Group Members.

18 **1.5** WHEREAS the Parties have agreed, via the undersigned counsel, that, pursuant to the
19 authority granted by the Parties to the Parties’ respective counsel under Paragraph 86 of the Settlement
20 Agreement, upon full execution of this Amendment to Settlement Agreement, the Agreement will be
21 accordingly modified as provided for herein and that the Parties will be bound.

22 **1.6** WHEREAS the Settlement Agreement is hereby incorporated by reference into this
23 Amendment to Settlement Agreement as though fully set forth herein, and therefore, all terms used herein
24 shall have the same meaning and/or effect as defined and/or specified under the Agreement, unless
25 otherwise defined and/or specified herein.

26 **2. MODIFIED TERMS**

27 **2.1** Action or Operative Complaint. **Paragraph 1 of the Settlement Agreement is hereby**
28 **modified as follows:**

1 “Action” or “Operative Complaint” shall mean the First Amended Complaint filed
2 October 20, 2022, in the civil action commenced on July 12, ~~2021~~ 2022, filed and
3 maintained by Plaintiff against Defendant designated *Amaya v. Purosil, LLC*, in the
4 Superior Court of the County of Riverside, ~~County of Riverside~~, Case No.
5 CVRI2202854.

6 **Accordingly, Paragraph 1 shall now read as follows:**

7 “Action” or “Operative Complaint” shall mean the First Amended Complaint filed
8 October 20, 2022, in the civil action commenced on July 12, 2022, filed and maintained
9 by Plaintiff against Defendant designated *Amaya v. Purosil, LLC*, in the Superior Court
10 of the County of Riverside, Case No. CVRI2202854.

11 **2.2 Net Settlement Amount. Paragraph 21 of the Settlement Agreement is hereby**
12 **modified as follows:**

13 “Net Settlement Amount” shall mean the Maximum Settlement Amount, less (i) the Class
14 Representative Payment approved by the Superior Court; (ii) the Class Counsel Fees
15 Payment approved by the Superior Court; (iii) the Class Counsel Litigation Expenses
16 Payment approved by the Superior Court; (iv) the LWDA Payment approved by the
17 Superior Court; (v) the PAGA Payment approved by the Superior Court; (vi) the
18 Settlement Administrator Payment approved by the Superior Court; and (vii) any other
19 fees or expenses (other than Class Counsel Fees Payment and Class Counsel Litigation
20 Expenses Payment) incurred in implementing the terms and conditions of this Agreement
21 as approved by the Superior Court. At present this Net Settlement Amount ~~equates is~~
22 estimated to equate to Two Hundred Twenty-Two Thousand Five Hundred Dollars and
23 zero cents (\$222,500.00) Two Hundred Twelve Thousand Five Hundred Dollars and
24 Zero Cents (\$212,500.00). ~~This amount will be amended when the amount payable to the~~
25 ~~Settlement Administrator becomes known to the Parties.~~ The Net Settlement Amount
26 shall be distributed on a *pro rata* basis to Class Members, subject to the distribution
27 formula agreed upon by the Parties.

28 **Accordingly, Paragraph 21 shall now read as follows:**

1 “Net Settlement Amount” shall mean the Maximum Settlement Amount, less (i) the Class
2 Representative Payment approved by the Superior Court; (ii) the Class Counsel Fees
3 Payment approved by the Superior Court; (iii) the Class Counsel Litigation Expenses
4 Payment approved by the Superior Court; (iv) the LWDA Payment approved by the
5 Superior Court; (v) the PAGA Payment approved by the Superior Court; (vi) the
6 Settlement Administrator Payment approved by the Superior Court; and (vii) any other
7 fees or expenses (other than Class Counsel Fees Payment and Class Counsel Litigation
8 Expenses Payment) incurred in implementing the terms and conditions of this Agreement
9 as approved by the Superior Court. At present this Net Settlement Amount is estimated
10 to equate to Two Hundred Twelve Thousand Five Hundred Dollars and Zero Cents
11 (\$212,500.00). The Net Settlement Amount shall be distributed on a *pro rata* basis to
12 Class Members, subject to the distribution formula agreed upon by the Parties.

13 **2.3 Uncashed Settlement Share and PAGA Payment Share Checks. Paragraph 56 of the**
14 **Settlement Agreement is hereby modified as follows:**

15 Any checks paid to Participating Class Members and/or PAGA Group Members shall be
16 negotiable for one hundred and eighty (180) calendar days from the date of their issuance.
17 A Participating Class Member must cash his or her Settlement Share Check within one
18 hundred and eighty (180) calendar days after it is mailed to him or her. A PAGA Group
19 Member must cash his or her PAGA Payment Share Check within one hundred and
20 eighty (180) calendar days after it is mailed to him or her. If a check remains uncashed
21 after one hundred and eighty (180) calendar days from the initial mailing, or if a check is
22 returned to the Settlement Administrator as undeliverable during the one hundred eighty-
23 day period, the Settlement Administrator shall take all reasonable efforts to identify the
24 Participating Class Member’s and/or PAGA Group Member’s correct address, including
25 the performance of a “skip-trace.” If an updated address can be identified, the Settlement
26 Administrator shall issue another check to the Participating Class Member and/or PAGA
27 Group Member and mail it to the Participating Class Member and/or PAGA Group
28 Member at his or her updated address. If an updated address for the Participating Class

1 Member and/or PAGA Group Member cannot be identified, if a reissued check is once
2 again returned to the Settlement Administrator as undeliverable, or if the reissued check
3 remains uncashed after one hundred eighty (180) calendar days, the Settlement
4 Administrator will keep an accounting of such funds and shall give notice to the Parties
5 of the total balance of uncashed Settlement Shares and/or PAGA Payment Shares. A
6 Participating Class Member who fails to negotiate or receive their Settlement Share check
7 despite the procedures described above shall nevertheless remain bound by the
8 Settlement and the releases contained herein. A PAGA Group Member who fails to
9 negotiate or receive their PAGA Payment Share check despite the procedures described
10 above shall nevertheless remain bound by the Settlement, shall forfeit those funds, and
11 those funds shall be sent to the California ~~State Bar's Justice Gap Fund~~ LWDA by the
12 Administrator if the collective amount of those checks do not justify the expense of a
13 second pro rata distribution to aggrieved employees who did cash their checks.
14 Justification of the expense of a second distribution shall be based on the Settlement
15 Administrator's cost for services and the amount awarded by the Superior Court for the
16 Settlement Administrator Payment.

17 **Accordingly, Paragraph 56 shall now read as follows:**

18 Any checks paid to Participating Class Members and/or PAGA Group Members shall be
19 negotiable for one hundred and eighty (180) calendar days from the date of their issuance.
20 A Participating Class Member must cash his or her Settlement Share Check within one
21 hundred and eighty (180) calendar days after it is mailed to him or her. A PAGA Group
22 Member must cash his or her PAGA Payment Share Check within one hundred and
23 eighty (180) calendar days after it is mailed to him or her. If a check remains uncashed
24 after one hundred and eighty (180) calendar days from the initial mailing, or if a check is
25 returned to the Settlement Administrator as undeliverable during the one hundred eighty-
26 day period, the Settlement Administrator shall take all reasonable efforts to identify the
27 Participating Class Member's and/or PAGA Group Member's correct address, including
28 the performance of a "skip-trace." If an updated address can be identified, the Settlement

1 Administrator shall issue another check to the Participating Class Member and/or PAGA
2 Group Member and mail it to the Participating Class Member and/or PAGA Group
3 Member at his or her updated address. If an updated address for the Participating Class
4 Member and/or PAGA Group Member cannot be identified, if a reissued check is once
5 again returned to the Settlement Administrator as undeliverable, or if the reissued check
6 remains uncashed after one hundred eighty (180) calendar days, the Settlement
7 Administrator will keep an accounting of such funds and shall give notice to the Parties
8 of the total balance of uncashed Settlement Shares and/or PAGA Payment Shares. A
9 Participating Class Member who fails to negotiate or receive their Settlement Share check
10 despite the procedures described above shall nevertheless remain bound by the
11 Settlement and the releases contained herein. A PAGA Group Member who fails to
12 negotiate or receive their PAGA Payment Share check despite the procedures described
13 above shall nevertheless remain bound by the Settlement, shall forfeit those funds, and
14 those funds shall be sent to the California LWDA by the Administrator if the collective
15 amount of those checks do not justify the expense of a second pro rata distribution to
16 aggrieved employees who did cash their checks. Justification of the expense of a second
17 distribution shall be based on the Settlement Administrator's cost for services and the
18 amount awarded by the Superior Court for the Settlement Administrator Payment.

19 **2.4 Distribution of Uncashed Settlement Share Checks. Paragraph 57 of the Settlement**
20 **Agreement is hereby modified as follows:**

21 The funds represented by Settlement Share ~~and/or PAGA Payment Share~~ checks
22 remaining uncashed for more than one hundred and eighty (180) calendar days after
23 issuance shall be voided and then shall be transmitted to the Controller of the State of
24 California to be held pursuant to the Unclaimed Property Law, California Civil Code
25 Section 1500, *et seq.*, in the names of those Participating Class Members ~~and/or PAGA~~
26 ~~Group Members~~ who did not cash their checks until such time they claim their property.
27 The funds represented by PAGA Payment Share checks remaining uncashed for more
28 than one hundred and eighty (180) calendar days after issuance shall be voided and then

1 shall be distributed to aggrieved employees who did cash their checks on a pro rata basis
2 consistent with the distribution formula agreed upon in Paragraph 61; if, however, the
3 collective amount of those uncashed checks do not justify the expense of a second
4 distribution to aggrieved employees who did cash their checks, then the amounts shall be
5 transmitted to the California LWDA. Uncashed Settlement Share checks will not be
6 transmitted to the California LWDA. The Parties agree that this disposition results in no
7 “unpaid residue” under California Civil Procedure Code § 384, as the entire Net
8 Settlement Amount will be paid out to Participating Class Members, whether or not they
9 all cash their settlement checks.

10 **Accordingly, Paragraph 57 shall now read as follows:**

11 The funds represented by Settlement Share checks remaining uncashed for more than one
12 hundred and eighty (180) calendar days after issuance shall be voided and then shall be
13 transmitted to the Controller of the State of California to be held pursuant to the
14 Unclaimed Property Law, California Civil Code Section 1500, *et seq.*, in the names of
15 those Participating Class Members who did not cash their checks until such time they
16 claim their property. The funds represented by PAGA Payment Share checks remaining
17 uncashed for more than one hundred and eighty (180) calendar days after issuance shall
18 be voided and then shall be distributed to aggrieved employees who did cash their checks
19 on a pro rata basis consistent with the distribution formula agreed upon in Paragraph 61;
20 if, however, the collective amount of those uncashed checks do not justify the expense of
21 a second distribution to aggrieved employees who did cash their checks, then the amounts
22 shall be transmitted to the California LWDA. Uncashed Settlement Share checks will not
23 be transmitted to the California LWDA. The Parties agree that this disposition results in
24 no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net
25 Settlement Amount will be paid out to Participating Class Members, whether or not they
26 all cash their settlement checks.

27 **2.5 The PAGA Released Claims. Paragraph 70 of the Settlement Agreement is hereby**
28 **modified as follows:**

1 **The PAGA Group Released Claims:** As of the date of the Judgment, Plaintiff, and
2 the LWDA shall release, from July 3, 2021, through June 5, 2023 ~~August 15, 2022~~,
3 the Released Parties from all claims for civil penalties under the California Labor
4 Code Private Attorney’s General Act of 2004 that were alleged in Plaintiff’s LWDA
5 Exhaustion Letter and only to the extent those claims are also alleged in the Action,
6 including claims for relief for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay
7 Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize
8 and Permit Rest Breaks; (5) Failure to Indemnify Necessary Business Expenses; (6)
9 Failure to Timely Pay Wages at Termination; and (7) Failure to Provide Accurate and
10 Itemized Wage Statements. The PAGA Released Claims only cover the time period
11 of July 3, 2021, and ending on June 5, 2023.

12 **Accordingly, Paragraph 70 shall now read as follows:**

13 **The PAGA Released Claims:** As of the date of the Judgment, Plaintiff, and the
14 LWDA shall release, from July 3, 2021, through June 5, 2023, the Released Parties
15 from all claims for civil penalties under the California Labor Code Private Attorney’s
16 General Act of 2004 that were alleged in Plaintiff’s LWDA Exhaustion Letter and
17 only to the extent those claims are also alleged in the Action, including claims for
18 relief for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime
19 Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and
20 Permit Rest Breaks; (5) Failure to Indemnify Necessary Business Expenses; (6)
21 Failure to Timely Pay Wages at Termination; and (7) Failure to Provide Accurate and
22 Itemized Wage Statements. The PAGA Released Claims only cover the time period
23 of July 3, 2021, and ending on June 5, 2023.

24 **3. MISCELLANEOUS PROVISIONS**

25 **3.1 Headings.** The descriptive heading of any section or paragraph of the Agreement or this
26 Amendment to Settlement Agreement is inserted for convenience of reference only and does not
27 constitute a part of the Agreement or this Amendment to Settlement Agreement.

28 **3.2 Integrated and Entire Agreement.** Upon execution by the undersigned counsel for the

1 respective Parties, this Amendment to Settlement Agreement, together with the referenced Settlement
2 Agreement and its exhibits, shall constitute the entire agreement between the Parties relating to settlement
3 of the Action, superseding any and all oral representations, warranties, covenants, or inducements made
4 to or by any Party.

5 **3.3 Attorney Authorization.** The undersigned counsel for the respective Parties each warrant
6 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
7 action required or permitted to be taken by such Parties pursuant to the Agreement or this Amendment
8 to Settlement Agreement to effectuate its terms, and to execute any other documents reasonably required
9 to effectuate the terms of the Settlement Agreement, including any amendments to the Agreement and
10 this Amendment to Settlement Agreement.

11 **3.4 Binding on Successors.** This Amendment to Settlement Agreement will be binding
12 upon, and inure to the benefit of, all Parties and the successors or assigns of each of the Parties.

13 **3.5 Cooperation.** The Parties and their respective Counsel will cooperate with each other and
14 use their best efforts, in good faith, to implement the Settlement Agreement by, among other things,
15 modifying the Agreement and/or this Amendment to Settlement Agreement, or submitting additional
16 evidence and supplementing points and authorities, to the extent reasonably necessary to effectuate the
17 terms of the Settlement Agreement and/or as requested by the Court. In the event the Parties are unable
18 to agree upon the form or content of any document necessary to implement the Settlement Agreement,
19 or on any modification of the Agreement and/or this Amendment to Settlement Agreement that may
20 become necessary to implement the Settlement Agreement, the Parties will seek the assistance of a
21 mediator and/or the Court for resolution.

22 **3.6 Modification of Agreement.** This Amendment to Settlement Agreement, and all parts of
23 it, may be amended, modified, changed, or waived only by an express written instrument signed by all
24 Parties, their successors-in-interest, and/or the Parties' respective counsel, as authorized.

25 **3.7 Applicable Law.** All terms and conditions of this Amendment to Settlement Agreement
26 will be governed by and interpreted according to the laws of the State of California, without giving effect
27 to any conflict of law or choice of law principles.

28 **3.8 Cooperation in Drafting.** The Parties, via the undersigned counsel, have cooperated in

1 the drafting and preparation of this Amendment to Settlement Agreement. This Amendment to
2 Settlement Agreement will not be construed against any Party on the basis that the Party was the drafter
3 or participated in the drafting.

4 **3.9 Execution and Counterparts.** This Amendment to Settlement Agreement may be
5 executed in one or more counterparts by facsimile, electronically (i.e., Adobe, DocuSign, etc.), or email,
6 which for purposes of this Amendment to Settlement Agreement shall be accepted as an original. All
7 executed counterparts and each of them will be deemed to be one and the same instrument if Counsel for
8 the Parties will exchange between themselves signed counterparts. Any executed counterpart will be
9 admissible in evidence to prove the existence and contents of this Amendment to Settlement Agreement.

10
11 **IT IS HEREBY AGREED.**

12 **Plaintiff's Counsel:**

13 Dated: June 14, 2023, 2023

MOON & YANG, APC

14 By: *Charlotte Mikat-Stevens*

15 Kane Moon
16 Allen Feghali
17 Charlotte Mikat-Stevens

18 *Attorneys for Plaintiff JUAN CARLOS AVILES
AMAYA*

19 **Defendant's Counsel:**

20 Dated: June 14, 2023, 2023

MEDINA McKELVEY LLP

21 By: 

22 Brandon R. McKelvey
23 Timothy B. Nelson
24 Douglas R. Leach

25 *Attorneys for Defendant PUROSIL, LLC*

EXHIBIT A

|||||
|||

<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

NOTICE OF CLASS ACTION SETTLEMENT AFFECTING YOUR RIGHTS

If you are or were an Eligible Employee of Purosil, Limited Liability Company (or “PUROSIL”) at any time between July 12, 2018 to June 5, 2023, you may be entitled to receive money from a Settlement.

“Eligible Employee” is an hourly employee of PUROSIL whose work subjected PUROSIL to the minimum wage laws, overtime laws, meal and rest period laws, and other related laws in the California Labor Code and Industrial Welfare Commission Wage Orders.

A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.

PLEASE READ THIS NOTICE CAREFULLY.

Your legal rights are affected whether you act or don’t act. Your legal rights and options—and the deadlines to use them—are explained in this notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE SETTLEMENT PAYMENT	You are not required to take action to receive a payment. If you do nothing, you will automatically receive a payment from the Settlement if the Court finally approves the Settlement. In exchange, you will be bound by the Settlement, including the release of all Class claims covered by the Settlement.
REQUEST EXCLUSION	Request to be excluded and receive no benefits from the Settlement. If you submit a Request for Exclusion, you will not receive an Individual Settlement Share. However, if you are a PAGA Group Member, as defined below, you cannot opt out of the PAGA Payment Share.
OBJECT	If you wish to object to the Settlement, you may submit a written objection and supporting papers to the Settlement Administrator. Any written objections will be provided to the Court. You may also appear at the Final Approval Hearing and state an oral objection. In order to object, you must not have excluded yourself from the Settlement.

1. Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Juan Carlos Aviles Amaya v. Purosil, Limited Liability Company*, Riverside County Superior Court Case No. CVRI2202854 (the “Action” or “Lawsuit”) that affects your rights. The Defendant in the Action is Purosil, Limited Liability Company (referred in this Notice as “Defendant”).

The Court has granted preliminary approval of a “Settlement Class” defined as follows:

All persons employed in the State of California as an Eligible Employee at any time between July 12, 2018, to June 5, 2023.

The Court has also granted preliminary approval of a “PAGA Group” defined as follows:

All persons employed in the State of California as an Eligible Employee at any time between July 3, 2021, to June 5, 2023.

Defendant’s employment records indicate that you meet one or both of these definitions, which makes you a member of the Settlement Class (referred to in this Notice as a “Class Member”) and possibly a member of the PAGA Group (referred to in this Notice as a “PAGA Group Member”). The Court directed that this Notice be sent to all Class Members and PAGA Group Members to inform you about the case and your rights and options before the Court decides to approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to all Class Members who have not opted out of the Settlement and all PAGA Group Members.

This Notice explains the Lawsuit, the Settlement, your legal rights and options, what benefits are available and how to get them.

2. What is this Lawsuit about?

On July 12, 2022, Plaintiff Juan Carlos Aviles Amaya filed a complaint against Defendant on behalf of other employees alleging several violations of California wage and hour laws. Plaintiff filed the Action on behalf of himself and on behalf of all Eligible Employees from July 12, 2017. Plaintiff amended the complaint (referred to in this notice as the “Operative Complaint”) on October 20, 2022. By Plaintiff’s Operative Complaint, Plaintiff alleges that the Defendant committed the following violations: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Wages at Termination; (7) Failure to Provide Accurate and Itemized Wage Statements; and (8) Violation of Business & Professions Code section 17200; and (9) violation of California’s Private Attorneys General Act of 2004, California Labor Code Sections 2698-2699.5 (“PAGA”). Defendant vigorously denies all the claims and contentions made in the Operative Complaint and maintains it fully complied with the law. However, Defendant has agreed to settle the Lawsuit to avoid the expense of litigation.

3. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees who have not opted out of the Settlement will receive compensation. The Settlement is not an admission of liability by Defendant. Plaintiff and the attorneys believe the Settlement is fair, reasonable, and adequate, and in the best interests of all Class Members.

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

4. What are the terms of the Settlement?

Defendant will pay Four Hundred Thirty Five Thousand Dollars and Zero Cents (\$435,000.00) to settle the Action (the “Maximum Settlement Amount”). The Maximum Settlement Amount includes: (a) all Settlement Shares to Participating Class Members; (b) the Service Award to Plaintiff (“the Class Representative”); (c) the Class Counsel’s attorneys’ fees and costs; (d) a payment to the California Labor and Workforce Development Agency for civil penalties brought under PAGA; (e) all PAGA Payment Shares to the PAGA Group Members; and (f) the reasonable fees and costs of the Settlement Administrator. Defendant will pay its portion of all payroll taxes resulting from the Settlement in addition to the Maximum Settlement Amount.

The Court has preliminarily approved the following payments from the Maximum Settlement Amount: (a) Class Counsel will request that the Court award Class Counsel up to one-third (1/3) of the Maximum Settlement Amount (currently estimated to be One Hundred and Forty Five Thousand Dollars (\$145,000.00)) in attorneys’ fees, and up to Twenty Thousand Dollars and Zero Cents (\$20,000.00) in out-of-pocket litigation costs; (b) Ten Thousand Dollars and Zero Cents (\$10,000.00) for Settlement Administration Costs for the third-party Settlement Administrator; (c) up to Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) for the Service Award for the Class and PAGA Representative in recognition of his time and service to the Class in pursuing the Action and in fulfilling his obligations as the Class and PAGA Representative; and (d) a payment of Forty Thousand Dollars and Zero Cents (\$40,000.00) to resolve claims under PAGA, of which Ten Thousand Dollars and Zero Cents (\$10,000.00) will be distributed to the PAGA Group Members and Thirty Thousand Dollars and Zero Cents (\$30,000.00) will be paid to the California Labor and Workforce Development Agency (the “LWDA”). This allocation of the LWDA Payment is required by California law. The final amounts of these various payments are all subject to Court approval.

After deductions of the preceding Court-approved payments, the remaining amount—the “Net Settlement Amount”—will be distributed to those Class Members who have not opted out of the Settlement (the “Participating Class Members”). No portion of the Maximum Settlement Amount will be returned to Defendant.

5. How much can I expect to receive?

Each Participating Class Member will receive a proportionate share of the Net Settlement Amount based on the number of workweeks the person worked for Defendant as an Eligible Employee during the Class Period, defined as the period of time from July 12, 2018, to June 5, 2023. Any workweek in which a Class Member actively worked at least one day and recorded work time in Defendant’s timekeeping system shall be counted as a workweek.

To calculate a Class Member’s Individual Settlement Share, the Net Settlement Amount will be divided by the aggregate total number of workweeks of all Participating Class Members, resulting in the “Workweek Value.” Each Participating Class Member’s Individual Settlement Share will be calculated by multiplying each individual Participating Class Member’s total number of workweeks by the Workweek Value. Because Settlement Shares to Class Members will vary based on each individual’s number of workweeks during the Class Period, Settlement Shares will vary. The highest Individual Settlement Share is estimated to be: $\$ \llcorner \text{Est.SettlementAmt} \gg \gg$. The lowest Individual Settlement Share is estimated to be: $\$ \llcorner \text{Est.SettlementAmt} \gg \gg$.

Your Compensable Workweeks are: <<Workweeks>>

Your Estimated Individual Settlement Share is: \$<<Est.SettlementAmt>>

All settlement payments are subject to taxation. Each Individual Settlement Share will be allocated as follows: (a) 20% as wages that will be subject to deductions and withholdings for the employee's share of state and federal payroll taxes, (b) 40% to interest and (c) 40% to penalties. The interest and penalties portion will not be subject to deductions and withholdings. Each Participating Class Member will receive an IRS Form W-2 with respect to the portion of the Settlement Share allocated to wages and an IRS Form-1099 with respect to the portion of the Settlement Share allocated to penalties and interest, unless said payment is less than or equal to \$600.00. Prior to mailing Settlement checks, the Settlement Administrator will calculate and deduct the employee's required withholdings and payroll taxes from the "wage" portion of the Settlement Share. Defendant will separately pay the employer's share of payroll taxes with respect to the "wage" portion of each Settlement Share.

Please note that each Participating Class Member will be responsible for his/her share of taxes attributable to the receipt of an Individual Settlement Share. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Each PAGA Group Member will receive a proportionate share of the PAGA Payment Share based on the number of pay periods the person was an Eligible Employee during the PAGA Period, defined as the period of time from July 3, 2021, to June 5, 2023. Any pay period in which a PAGA Group Member worked at least one day shall be counted as a pay period. Because PAGA Payment Shares to PAGA Group Member will vary based on each individual's number of pay periods during the PAGA Period, PAGA Payment Shares will vary. The highest PAGA Payment Share is estimated to be: \$<<Est.PAGAPaymentAmt>>. The lowest PAGA Payment Share is estimated to be: \$<<Est.PAGAPaymentAmt>>.

To calculate a PAGA Group Member's Individual PAGA Payment Share, the PAGA Payment will be divided by the aggregate total number of pay periods of all PAGA Group Members, resulting in the "Pay Period Value." Each PAGA Group Member's Individual PAGA Payment will be calculated by multiplying each individual PAGA Group Member's total number of pay periods by the Pay Period Value.

Your Compensable Pay Periods are: <<PayPeriods>>

Your Estimated Individual PAGA Payment Share is: \$<<Est.PAGAPaymentAmt>>

All settlement payments are subject to taxation. Each Individual PAGA Payment Share will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each PAGA Group Member will receive an IRS Form-1099 for his or her Individual PAGA Payment Share, unless said payment is less than or equal to \$600.00.

Please note that each PAGA Group Member will be responsible for his/her taxes attributable to the receipt of an Individual PAGA Payment Share. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. PAGA Group Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

6. What if I disagree with the number of workweeks and/or pay periods credited to me in this Notice?

The information concerning the number of workweeks and/or pay periods you worked as an Eligible Employee during the Class Period and/or PAGA Period is based on Defendant's records. To dispute this number of workweeks and/or pay periods credited to you, you must send written notice to the Settlement Administrator. To be valid, your written dispute of workweeks and/or pay periods worked must: (1) include your full name, address, telephone number, and last four digits of the Social Security number; and (2) be accompanied by satisfactory evidence of the actual weeks worked as an Eligible Employee during the Class Period and/or PAGA Period, including any supporting documentation (e.g., copies of your pay stubs). To be timely, your written dispute of workweeks and/or pay periods worked must be mailed by first-class U.S. Mail, or the equivalent, to the Settlement Administrator *at the address provided below*, and be postmarked on or before [REDACTED], 2023.

The Parties and the Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks and/or pay periods should be credited to the Class Member and/or PAGA Group Member. The Settlement Administrator will make the final decision as to how many workweeks and/or pay periods should be credited to the Class Member and/or PAGA Group Member and report the outcome to the Class Member and/or PAGA Group Member.

7. How and when will I get a payment? How do I update my address?

How do I receive money from the Settlement? You do not need to do anything to receive your Individual Settlement Share and/or Individual PAGA Payment Share. Just watch your mail for a check and cash it when you get it. If you do not exclude yourself from the Settlement, you will automatically receive money from the Settlement. You do not need to make a claim or take any other action to receive your share of the Settlement.

When will I receive my Settlement payment? Class Members who do not opt out of the Settlement will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. PAGA Group Members will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. Please be patient.

Settlement payment checks must be cashed soon after receipt. The Settlement checks will be able to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Sections 1500-1582, in the names of those Participating Class Members and/or PAGA Group Members who did not cash their checks until such time they claim their property. However, a PAGA Group Member who fails to negotiate or receive their PAGA Payment Share check despite the procedures described above shall nevertheless remain bound by the Settlement, shall forfeit those funds, and those funds shall be sent to the LWDA by the Administrator if the collective amount of those checks do not justify the expense of a second distribution to PAGA Group Members who did cash their checks.

Change of address. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure that you receive your Settlement payment. If you change your address, or if this notice was not mailed to your correct address, you should immediately provide your current address to the Settlement Administrator. The Settlement Administrator can be reached at (xxx) xxx-xxxx, or at the address provided below.

8. What claims are being released by the Settlement?

If the Settlement is approved by the Court, a Judgment will be entered by the Court. Upon the Effective Date of the Judgment, all Participating Class Members shall release the Released Parties from the Class Released Claims

for the Class Period, which is defined as the period of time between July 12, 2018, to June 5, 2023.

The Class Released Claims are defined as all causes of action and claims that were stated in the complaint and those based solely upon the facts alleged in the complaint, including all of the following claims for relief from July 12, 2018, to June 5, 2023: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Wages at Termination; (7) Failure to Provide Accurate and Itemized Wage Statements; and (8) Violation of Business & Professional Code section 17200 (the “Class Released Claims”). The Class Released Claims only cover the time period of July 12, 2018 to June 5, 2023.

Other than for Plaintiff, the Class Released Claims for Participating Class Members excludes all claims for vested benefits, wrongful termination, unemployment insurance, disability benefits, social security, workers’ compensation, claims while not an Eligible Employee, claims outside of the Class Period that are not encompassed within the definition of “Class Released Claims”, and claims covered in the PAGA Group Released Claims.

Any Class Member who does not request exclusion by the applicable deadline will be considered to have accepted the release and to have waived any and all of the Class Released Claims against the Released Parties.

If the Settlement is approved by the Court, a Judgment will be entered by the Court. Upon the Effective Date of the Judgment, Plaintiff and the LWDA shall release the Released Parties from the PAGA Released Claims for the PAGA Period, which is defined as the period of time between July 3, 2021, to June 5, 2023.

The PAGA Released Claims are defined as all claims for civil penalties under the California Labor Code Private Attorney’s General Act of 2004 that were alleged in Plaintiff’s LWDA Exhaustion Letter and only to the extent those claims are also alleged in the Action, including claims for relief for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Wages at Termination; and (7) Failure to Provide Accurate and Itemized Wage Statements. The PAGA Released Claims only cover the time period of July 3, 2021, and ending on June 5, 2023 (“PAGA Released Claims”).

PAGA Group Members cannot opt out of or object to the foregoing PAGA Released Claims.

Released Parties for both the Class and PAGA Released Claims include Defendant and its past and present officers, directors, members, and employees.

9. What are my options?

a. Participate in the Settlement and Receive a Settlement Payment. If you want to participate in the Settlement, you do not have to do anything. You will receive your Individual Settlement Share automatically if the Settlement is finally approved by the Court. If applicable, you will receive your Individual PAGA Payment Share automatically if the Settlement is finally approved by the Court.

b. Exclude yourself from the Settlement. If you do not want to be part of the Settlement, you must request to be excluded from the Settlement by completing the enclosed Request for Exclusion Form and either mailing it, faxing it, or e-mailing it to the Settlement Administrator. If you exclude yourself, you will not receive your Individual Settlement Share, you will not be subject to the terms of the Settlement, and you will retain whatever rights you may currently have. To be valid, your Request for Exclusion Form must include your signature and must be timely postmarked or have a transmission date on or before [REDACTED], 2023.

If applicable, you may not exclude yourself from the PAGA Group and you will receive your PAGA Payment Share even if you request exclusion.

c. Object to the Settlement. If you are a Class Member, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. If the Court rejects your objection and finally approves the Settlement, you will still be bound by the terms of the Settlement, but you will also receive a monetary award.

To object, you may submit a written objection stating why you object to the Settlement using the included Objection Form, or you may simply appear at the Final Approval Hearing set for [REDACTED], 2023 at [REDACTED] a.m. in the Riverside County Superior Court and discuss your objection with the Court and the Parties at your own expense. Written objections must include: (i) your full name to identify you as a person entitled to object to the settlement; (ii) your signature and date; (iii) any change to your contact information so that the Settlement Administrator can contact you to clarify any uncertainties with your objection; and (iv) a written description of the nature of and basis for the objection. Your objection may include or be accompanied by any legal support for such objection and copies of any papers, briefs, or other documents on which the objection is based. You may use the Objection Form, which is attached hereto as Exhibit B, to object. To be timely, a written objection must be mailed by first-class U.S. Mail, faxed, or e-mailed to the Settlement Administrator at the address, fax number, or e-mail provided below and be postmarked or have a transmission date on or before [REDACTED], 2023.

Please note that you cannot both exclude yourself and object to the Settlement. In order for you to object to this Settlement, or any term of it, you may not submit a Request for Exclusion.

10. Who are the attorneys representing the Plaintiff and the Settlement Class?

The Court has appointed the following lawyers as “Class Counsel” to represent all Class Members:

MOON & YANG, APC
Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
1055 W. 7th Street, Suite 1880
Los Angeles, California 90017
Telephone: 213.232.3128

You will not be charged for these lawyers.

11. How will the attorneys for the Settlement Class be paid?

All payments for Class Counsel’s attorneys’ fees and costs will be made from the Maximum Settlement Amount. Class Counsel intends to request an award of attorneys’ fees up to one-third (1/3) of the Maximum Settlement Amount (currently estimated to be One Hundred and Forty Five Thousand Dollars and Zero Cents (\$145,000.00)), plus reimbursement of reasonable, actual out-of-pocket costs incurred in the litigation, in an amount up to Twenty Thousand Dollars and Zero Cents (\$20,000.00). Class Counsel has been prosecuting this Action on behalf of Plaintiff and the Settlement Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs. The Court will decide the amount of fees and expenses to award at the Final Approval Hearing.

12. When and where will the Court decide to approve the Settlement?

The Court has preliminarily approved the Settlement and will hold a hearing, called a Final Approval Hearing, to decide whether to give final approval to the Settlement. The Court will hold the Final Approval Hearing on [REDACTED], 2023, at [REDACTED] a.m., in Department 1 of the Riverside County Superior Court located at 4050 Main Street, Riverside, CA 92501, before the Honorable Harold W. Hopp. At the Final Approval Hearing, the Court will rule on Class Counsel's request for attorneys' fees and litigation costs, the Class Representative Service Award, the PAGA Payments, and the Settlement Administration Costs.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing. If you did not submit a Request for Exclusion, you or your attorney may appear at the hearing at your own expense and request to be heard. The Final Approval Hearing may be postponed without further notice, except that notice will be provided to any objector.

13. Will I be subject to discipline if I participate in the Settlement?

No. Defendant approves the Settlement and will not retaliate in any way against any Class Member for participating in the Settlement. Your decision to participate, not participate, or object to this Settlement will not affect your employment with Defendant or its treatment of you as a former employee.

14. What is the Settlement Administrator's Contact Information?

Any Request for Exclusion, Notice of Objection, address change request, and all other correspondence intended for the Settlement Administrator must be mailed, faxed, or emailed to the Settlement Administrator at the following address:

Amaya v. Purosil, Limited Liability Company
c/o Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA 92863

Tel: (800) 523-5773 | Fax: (949) 209-2503 | Email: info@phoenixclassaction.com

15. How Can I Get Additional Information?

If you have questions, you can call the Settlement Administrator at (800) 523-5773 and/or Class Counsel at (213) 232-3128. For the precise terms and conditions of the settlement, you may review the detailed "Joint Stipulation of Class Action Settlement and Release of Claims" which is available for viewing online, free of charge, at the Settlement Administrator's website: [WEBSITE URL]. The pleadings and other court records in the lawsuit are available online, free of charge, at [Settlement Administrator WEBSITE URL]. The records may also can be examined, free of charge, in person at any time during regular business hours at the at the Clerk's Office of the Superior Court of California, County of Riverside, 4050 Main Street, Riverside, California 92101, or online at <https://www.riverside.courts.ca.gov/OnlineServices/SearchCourtRecords/public-access.php>; or you may contact the Settlement Administrator at Tel: (XXX) XXX-XXX. To view the "Joint Stipulation of Class Action Settlement and Release of Claims" from the Court's website, it must be purchased and is available for purchase as part of the Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement, Exhibit 1, filed on [filing date]. Additionally, if you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information is above, and they will provide

you with a copy via e-mail free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S MANAGERS, SUPERVISORS,
OR ATTORNEYS ABOUT THIS SETTLEMENT.

They will not be able to assist you.

EXHIBIT B

MEMORANDUM OF UNDERSTANDING OF SETTLEMENT

Juan Carlos Aviles Amaya v. Purosil, LLC (Riverside County Superior Court, Case No. CVRI2202854)

On March 7, 2023, Plaintiff Juan Carlos Aviles Amaya (“Plaintiff”) and Defendant Purosil, LLC (“Defendant”) (collectively with Plaintiff, “the Parties”), participated in an all-day mediation with the mediator Michael Young. Subject to final approval by the Superior Court of the State of California, County of Riverside, and with the understanding that this Memorandum of Understanding will be further memorialized with more particularity in a formal, written Joint Stipulation of Settlement, the Parties, via their respective counsel, hereby agree to binding settlement of the lawsuit entitled *Juan Carlos Aviles Amaya v. Purosil, LLC*, case number CVRI2202854, based on the following terms (“Settlement”):

1. Definition of “Defendant”: For purposes of the Settlement, the term "Defendant" means Purosil, LLC, as named by Plaintiff in the operative complaint in the *Amaya* matter, its officers, directors, and employees.

2. Class Definition and Class Period: The Parties agree to stipulate to the certification of the following class in the *Amaya* action for settlement purposes only:

All current and former non-exempt hourly employees who are or were employed by Defendant in California during the period from July 12, 2018 to the present (“Class”).

The Class Period shall be defined as period commencing on July 12, 2018, and ending on the date of preliminary approval of the Settlement or June 5, 2023 (90 days from mediation), whichever is earlier. Members of the Class are hereinafter collectively referred to as “Class Members”.

3. PAGA Members and PAGA Period: The “PAGA Period” shall be defined as the period commencing on July 3, 2021, and ending on the date of preliminary approval of the Settlement by the Court or June 5, 2023, whichever is earlier. “PAGA Members” are defined as all current and former non-exempt hourly employees who are or were employed by Defendant in California at any time during the PAGA Period.

4. Definition of “Workweek”: Any week where a Class Member actively worked at least 1 day for Defendant during the Class Period as reflected in the Class Member’s dates of employment in Defendant’ payroll and timekeeping system. A workweek without time worked (a time entry) will not be included in the Workweek count.

5. Gross Settlement Amount: The total value of the Settlement is Four Hundred Thirty Five Thousand Dollars (\$435,000.00) (the “Gross Settlement Amount”). The Gross Settlement Amount is non-reversionary and includes all: (1) payments to the Class, (2) Class Counsel’s fees, (3) Class Counsel’s costs, (4) Settlement Administration Costs, (5) Incentive Payment to the named Plaintiff; and (6) Payment of PAGA penalties to be paid to the LWDA and PAGA Members.

The Gross Settlement Amount shall be the maximum amount Defendant is required to pay under the Settlement, except for the employers' share of the payroll taxes, which will be paid separate and in addition to the Gross Settlement Amount, and except as provided in paragraph 12 below.

6. Class Counsel's Fees and Costs: The Parties agree to the designation of Kane Moon, Allen Feghali, Edwin Kamarzarian (Moon & Yang, APC) as counsel for the Settlement Class for all purposes in this case. Defendant agrees not to oppose Class Counsel's application for an award of attorney fees of up to one-third (33 1/3%) of the Gross Settlement Amount (\$145,000.00) and reasonable costs of up to Twenty Thousand Dollars (\$20,000.00). Any attorney fees and costs not approved by the Court shall become part of the Net Settlement Amount.

7. Plaintiff's Incentive Payment: Defendant agrees not to oppose Plaintiff's request for an Incentive Payment in the following amount: Seven Thousand Five Hundred Dollars (\$7,500.00). The Incentive Payment is in addition to whatever monetary settlement Plaintiff is entitled to recover from the Net Settlement Amount as Class Members. Any amount of the Incentive Payment not approved by the Court shall become part of the Net Settlement Amount. The Incentive Payment is being paid to Plaintiff in exchange for a general release, including a release under California Civil Code section 1542.

8. Settlement Administration Expenses: The Settlement Administrator shall be mutually agreed upon by the Parties after three quotes are obtained. Settlement administration expenses shall be paid from the Gross Settlement Amount, subject to court approval. To the extent that Settlement Administration costs are ultimately less than the amount of the quote provided by the selected Settlement Administrator, the remainder shall become part of the Net Settlement Amount.

9. PAGA Penalties: The Parties agree to allocate Forty Thousand Dollars (\$40,000.00) of the Gross Settlement Amount as PAGA Penalties. 75% of the PAGA Penalties (i.e., \$30,000.00) shall be paid directly to the LWDA. The remaining 25% of the PAGA Penalties (i.e., \$10,000.00) shall be paid to PAGA Members on a *pro rata* basis, based on the total number of Workweeks worked by each PAGA member during the PAGA Period.

10. Net Settlement Amount: "Net Settlement Amount" means the funds available for payments to the Class, which shall be the amount remaining after the following amounts are deducted from the Gross Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement Administration Expenses, (4) Incentive Payments as noted above; and (5) PAGA Penalties to be paid to the LWDA and PAGA Members.

11. Payments to Participating Class Members: All Class Members who do not timely opt out of the Settlement ("Participating Class Members") shall receive payment from the Net Settlement Amount. The amount that each Participating Class Member will be eligible to receive under the Settlement will be calculated as follows:

Each Class Member will receive a pro rata share of the Net Settlement Amount based on the number of workweeks that the Class Member worked during the Class Period.

Participating Class Members' individual settlement payments will be designated as 20% wages, 40% interest, and 40% penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from the employee's wages and all other authorized and required withholdings. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings, if any, other than the tax withholdings customarily made from employees' wages. The Settlement Administrator will be responsible for issuing to Participating Class Members a form W-2 for amounts deemed "wages" and an IRS Form 1099 for the amounts deemed penalties and interest.

If any checks to Participating Class Members and PAGA Members remain uncashed 180 calendar days after distribution of the Net Settlement Amount, such remaining funds will be provided to a cy pres beneficiary. The Parties will mutually agree upon the cy pres beneficiary at the time of drafting the Joint Stipulation of Settlement. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as all payments to the Participating Class Members and PAGA Members will be paid out, whether or not these individuals cash their Settlement checks. Therefore, Defendant will not be required to pay any interest on such amounts.

12. Current and Former Employee Count and Workweeks: Defendant has represented that there are approximately 353 employees in the putative class as of February 24, 2023. Defendant has represented that there are approximately 26,000 workweeks in the class period through February 24, 2023, and calculated as a unique week that the Class Member actively worked at least 1 day for Defendant during the Class Period and had a time worked entry in Defendant's timekeeping system. These estimated calculations are based on time data in and the Class Member's dates of employment in Defendant's payroll system and may include weeks where the employee did not have a time entry, such as during vacation or a leave of absence. If the number of workweeks during the Class Period is more than 10% greater than this figure (*i.e.*, if there are approximately 28,600 or more workweeks worked by Settlement Class Members), Defendant has the option to either: (1) agree to increase the Gross Settlement Amount on a proportional basis (*i.e.*, if there was 11% increase in the number of workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount proportionately by 1%); or (2) in the alternative, in the event that this provision is triggered, then Defendant may elect to end the Class Period at an earlier date than described above, so as to have an earlier end to the class period at the Defendant's discretion in order to limit the covered workweeks to 28,600 (or less) in lieu of paying an increase to the Maximum Settlement Amount.

13. Class List: No later than twenty-one (21) calendar days after the date on which the Court enters an order granting preliminary approval of the Settlement, Defendant shall provide the Settlement Administrator with a Microsoft Excel spreadsheet containing the following information for each class Member: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment of each Class Member; (6) total Workweeks with a time entry during each segment of the Class Period; (7) total Workweeks with a time entry during the PAGA Period; (8) last known email address; and (9) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement ("Class List").

14. Notice, Objection and Opt-Out Process: Class Members will be provided with a Notice of Class Action Settlement in both English and Spanish providing a summary of the provisions of the Settlement (“Class Notice”). The Class Notice shall list the number of Workweeks worked by the Class Member during the Class Period and the estimated individual payment each Class Member will receive if they participate in the Settlement. The Class Notice will also include instructions on how to opt-out of and object to the Settlement. The Settlement Administrator shall mail the Class Notice to Class Members via First Class U.S. Mail no later than seven (7) calendar days after receiving the Class List from Defendant.

Class Members will be provided 45 days within which to submit requests for exclusion and objections. Class Members who wish to object will need to mail those objections to the Settlement Administrator only. Class Members will not be barred from appearing at the final approval hearing if they have not complied with the objection procedures for mailing objections to the Settlement Administrator.

Class Members who submit timely requests to opt out of the Settlement will not receive payment from the Settlement and will not be bound by the terms of the proposed Settlement or the final judgment (with the exception of claims arising under the PAGA.) Eligible PAGA Members will receive their share of the employee portion of the PAGA Penalties and will be deemed to have released any claims arising out of PAGA, regardless of whether they opt-out from the release of their class claims.

15. Release by Participating Class Members: Upon the funding of the Gross Settlement Amount the Participating Class Members shall release Defendant from all claims, rights, demands, liabilities and causes of actions that are alleged in the operative complaint and First Amended Complaint, *Juan Carlos Aviles Amaya v. Purosil, LLC.*, including factual claims regarding Defendant’s alleged: (i) failure to pay all overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to pay all minimum wages due; (v) failure to pay wages timely during employment and at time of termination or resignation; (vi) failure to provide accurate and itemized compliant wage statements; and (vii) unreimbursed business expenses; as well as unfair business practices under California Business & Professions Code sections 17200, et seq. This release shall apply to claims and derivative claims arising during the Class Period.

16. Release by the State of California and Labor and Workforce Development Agency for PAGA Claims: Upon the funding of the Gross Settlement Amount, Plaintiff, as the PAGA Representative, and the State of California and Labor and Workforce Development Agency shall fully release and discharge the Defendant from all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged both in the PAGA Letter to the LWDA and in the operative complaint including but not limited to penalties that could have been awarded pursuant to Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1194, 1197, 1197.1, 1198, and 2698, et seq.

17. Release of All Claims Relating to Work for Defendant by Plaintiff: Upon the funding of the Gross Settlement Amount, the Plaintiff—on behalf of himself, Juan Carlos Aviles Amaya only—shall fully release Defendant from any and all claims relating to or arising out of his

work performed for Defendant whether known or unknown. This release will include a release pursuant to California Civil Code section 1542.

18. Adequacy of Consideration: The Parties agree that the consideration described herein constitute adequate consideration for the Settlement and releases described herein.

19. Option to Terminate Settlement: If more than ten (10%) percent of the Class Members opt-out of the Settlement, Defendant may, in its discretion, withdraw from this Settlement, subject to paying any Settlement Administration expenses incurred to date. The Parties to this Agreement agree that in the event Defendant exercises its option to withdraw from this Settlement, the time from the date of this Settlement to the date the Defendant elects to withdraw from this Settlement, or the contemplated Settlement is not approved by the Court, shall not be counted under Code Civ. Proc. §583.310, and the Parties agree that this time period shall be considered as impracticable to bring this case to trial as a result of the settlement activities contemplated herein. This Tolling Agreement is intended to preserve the status quo at the time the Agreement is executed, lasting until the later of the Court's rejection of the proposed Settlement or the Defendant's election to withdraw from this Settlement.

20. Agreement to Cooperate: The Parties agree to cooperate to promote participation in the Settlement, and in seeking court approval of the Settlement. The Parties and their counsel agree to jointly prepare a long form settlement agreement in accordance with the applicable Case Management Order. The Parties and their counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Settlement, including having any oral or written conversations with any Class Members wherein the Class Members are encouraged to opt out and/or object to the settlement or assisted in doing so. Defendant further agrees that it will join in the notice of settlement, motion for preliminary approval, motion for final approval to the extent the motion is consistent with this MOU, and do all other things necessary to obtain final approval and effectuate this MOU, in good faith.

21. Court Approval: If the Court fails to approve any of the above referenced motions, the parties shall cooperate with each other, using their best efforts to obtain such approvals, including going back to the mediator, Michael Young, for assistance. In the event the motion for final approval is not granted, the Parties agree that they will go back to the position they were in prior to signing this MOU.

22. No Admission: Defendant expressly denies any liability. Neither this MOU nor the "long form" Joint Stipulation of Settlement shall constitute an admission of liability or of the accuracy of any allegation made by Plaintiff or Class Counsel.

23. Effective Date: The effective date of the Settlement will be the later of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement.

24. Funding: Funding of the Gross Settlement Amount shall be completed within twenty-one (21) days of the Effective Date.

25. Disputes: Any dispute between the parties as to the remaining terms of the Settlement shall be submitted to the mediator, Michael Young, whose decision shall be final and binding on the Parties hereto.

26. Intent to be binding: Although the Parties expect to execute a more formal and detailed Joint Stipulation of Settlement, this Memorandum of Understanding is intended to be fully binding, and the Court shall have jurisdiction to enforce the terms and conditions of the settlement pursuant to Code of Civil Procedure 664.6 (or the federal equivalent) upon noticed motion of any party. Moreover, this MOU shall be admissible and subject to disclosure in any action brought to enforce the terms and conditions of the Settlement, notwithstanding the confidentiality provision, below.

27. Confidentiality/No Publicity: The Parties and their counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiff's motion for preliminary approval. Except as necessary to secure court approval of the settlement and effectuate the terms of the settlement, the Parties and their counsel agree that they will not publicize or otherwise reference the settlement in marketing materials, communications with members of the general public, statements to the press/media, on websites, or in any other manner which would disclose the existence of the settlement to public.

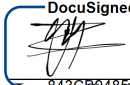
28. Effect if Settlement Not Approved: The Parties agree that if, for whatever, this settlement is not approved by the Riverside County Superior Court, or any other court, then the Parties will go back to their original positions prior to the signing of this MOU.

The foregoing sets forth all the material terms of the Settlement and supersedes all prior settlement discussions. In agreement of the foregoing, the representatives of the Parties execute this Agreement below.

IT IS SO AGREED.

On Behalf of Plaintiff:

Dated: 3/7/2023, 2023

DocuSigned by:

943C89485DC94AF
Juan Carlos Aviles Amaya, Plaintiff

On Behalf of Defendant Purosil, LLC:

Dated: _____, 2023

Name: Thomas M. Garrett
Title: CEO, Purosil, LLC

24. Funding: Funding of the Gross Settlement Amount shall be completed within twenty-one (21) days of the Effective Date.

25. Disputes: Any dispute between the parties as to the remaining terms of the Settlement shall be submitted to the mediator, Michael Young, whose decision shall be final and binding on the Parties hereto.

26. Intent to be binding: Although the Parties expect to execute a more formal and detailed Joint Stipulation of Settlement, this Memorandum of Understanding is intended to be fully binding, and the Court shall have jurisdiction to enforce the terms and conditions of the settlement pursuant to Code of Civil Procedure 664.6 (or the federal equivalent) upon noticed motion of any party. Moreover, this MOU shall be admissible and subject to disclosure in any action brought to enforce the terms and conditions of the Settlement, notwithstanding the confidentiality provision, below.

27. Confidentiality/No Publicity: The Parties and their counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiff’s motion for preliminary approval. Except as necessary to secure court approval of the settlement and effectuate the terms of the settlement, the Parties and their counsel agree that they will not publicize or otherwise reference the settlement in marketing materials, communications with members of the general public, statements to the press/media, on websites, or in any other manner which would disclose the existence of the settlement to public.

28. Effect if Settlement Not Approved: The Parties agree that if, for whatever, this settlement is not approved by the Riverside County Superior Court, or any other court, then the Parties will go back to their original positions prior to the signing of this MOU.

The foregoing sets forth all the material terms of the Settlement and supersedes all prior settlement discussions. In agreement of the foregoing, the representatives of the Parties execute this Agreement below.

IT IS SO AGREED.

On Behalf of Plaintiff:

Dated: _____, 2023

Juan Carlos Aviles Amaya, Plaintiff

On Behalf of Defendant Purosil, LLC:

Dated: March 7, 2023

DocuSigned by:
Thomas Garrett

Name: Thomas M. Garrett
Title: CEO, Purosil, LLC

APPROVED AS TO FORM:

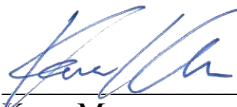
MEDINA McKELVEY, LLP

Dated: _____, 2023

Brandon R. McKelvey
Douglas R. Leach
Attorneys for Defendant
Purosil, LLC

Moon & Yang, APC

Dated: 3/7/2023 _____, 2023

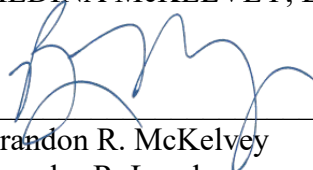


Kane Moon
Allen Feghali
Edwin Kamarzarian
Attorneys for Plaintiff Juan Carlos Aviles Amaya

APPROVED AS TO FORM:

Dated: March 7, 2023

MEDINA McKELVEY, LLP



Brandon R. McKelvey
Douglas R. Leach
Attorneys for Defendant
Purosil, LLC

Moon & Yang, APC

Dated: _____, 2023

Kane Moon
Allen Feghali
Edwin Kamarzarian
Attorneys for Plaintiff Juan Carlos Aviles Amaya

EXHIBIT C

Juan Carlos Aviles Amaya v. Purosil, Limited Liability Company
Riverside County Superior Court Case No. CVRI2202854



<<PSA ID>>
<<First Last>>
<<Address>>
<<City, State, Zip, Country>>

Name/Address Changes (if any):

OBJECTION FORM

You are receiving this form because you may be entitled to receive money from a Class Action Settlement.

Use and return this form only if you wish to object to the Settlement. You may also object to the Settlement by making an oral objection at the Final Approval Hearing. If you wish to object to the Settlement, do not submit an Exclusion Form. If your objection is rejected by the Court, you will receive your Individual Settlement Share, you will be subject to the terms of the Settlement, and you will release claims as set forth in the Settlement and Notice.

To be valid, your Objection Form must be signed by you, and returned to the Settlement Administrator at the address, fax number, or email provided below and be postmarked or have a transmission date on or before [redacted], 2023.

I object to the settlement in *Amaya v. Purosil, Limited Liability Company* because _____

Dated: _____ **Full Name:** _____
Signature: _____

What is the Settlement Administrator's contact information?

Amaya v. Purosil, Limited Liability Company
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Tel: (800) 523-5773 | Fax: (949) 209-2503 | Email: info@phoenixclassaction.com

EXHIBIT D

Juan Carlos Aviles Amaya v. Purosil, Limited Liability Company
Riverside County Superior Court Case No. CVRI2202854



<<PSA ID>>
<<First Last>>
<<Address>>
<<City, State, Zip, Country>>

Name/Address Changes (if any):

REQUEST FOR EXCLUSION FORM

You are receiving this form because you may be entitled to receive money from a Class Action Settlement.

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

If you wish to remain in the Class and receive an Individual Settlement Share, you may 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 grants final approval of the Settlement.

To be valid, your Exclusion Request Form must be signed by you, and returned to the Settlement Administrator at the address, fax number, or email address provided below and be postmarked or have a transmission date on or before [redacted], 2023.

I HEREBY CONFIRM THAT I HAVE RECEIVED NOTICE OF THE PROPOSED SETTLEMENT IN THE *AMAYA v. PUROSIL, LIMITED LIABILITY COMPANY* ACTION AND WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS. I UNDERSTAND THAT I WILL NOT RECEIVE AN INDIVIDUAL SETTLEMENT SHARE OR OTHER SETTLEMENT BENEFITS AND WILL NOT BE BOUND BY THE CLASS SETTLEMENT INCLUDING THE RELEASE OF CLASS CLAIMS. HOWEVER, I WILL STILL RECEIVE MY PAGA PAYMENT SHARE (IF ELIGIBLE).

Full Name: _____

Dated: _____

Signature: _____

What is the Settlement Administrator's contact information?

Amaya v. Purosil, Limited Liability Company
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Tel: (800) 523-5773 | Fax: (949) 209-2503 | Email: info@phoenixclassaction.com