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12 Attorneys for Plaintiff Anthony Sanchez, individually,
 13 and on behalf of all others similarly situated.

14 *[Additional counsel listed on following page]*

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 16 **FOR THE COUNTY OF SANTA CLARA**

17 ANTHONY SANCHEZ, individually and on
 18 behalf of all others similarly situated,

19 Plaintiffs,

20 v.

21 JSR MICRO, INC.; JSR NORTH AMERICA
 22 HOLDINGS, INC.; JSR LIFE SCIENCES, LLC;
 23 and DOES 1 through 20, inclusive,

24 Defendants.

Case No. 21CV383516

*Assigned for All Purposes to:
 Hon. Patricia M. Lucas
 Dept. 3*

JOINT STIPULATION OF SETTLEMENT

1 Squire Patton Boggs (US) LLP
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6 Attorneys for Defendants
JSR MICRO, INC.; JSR NORTH AMERICA
7 HOLDINGS, INC.; and JSR LIFE SCIENCES, LLC

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1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Actions shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Anthony Sanchez (“Named
7 Plaintiff”) and the Class Members, on the one hand, and Defendants JSR Micro, Inc., JSR North
8 America Holdings, Inc., and JSR Life Sciences, LLC (“Defendants”), on the other hand. Named
9 Plaintiff and Defendants collectively are referred to in this Agreement as “the Parties.”

10 The Parties agree that the Actions shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Defendants to pay the settlement amount of One Million Dollars
12 (\$1,000,000.00) as provided in Section 3.06(a) below (“Gross Settlement Amount”) pursuant to the
13 terms and conditions of this Agreement and for the consideration set forth herein, including but not
14 limited to, a release of all claims by Named Plaintiff and the Class Members as set forth herein.

15 **ARTICLE I**

16 **DEFINITIONS**

17 Unless otherwise defined herein, the following terms used in this Agreement shall have the
18 meanings ascribed to them as set forth below:

19 a. “Actions” means the actions described as follows: *Anthony Sanchez, individually and*
20 *on behalf of all others similarly situated v. JSR Micro, Inc.; JSR North America Holdings, Inc.; JSR*
21 *Life Sciences, LLC; and DOES 1 through 20, inclusive,”* Case No. 21CV383516, commenced on
22 June 23, 2021, in the Superior Court of the State of California for the County of Santa Clara and
23 *Anthony Sanchez, individually and on behalf of all others similarly situated v. JSR Micro, Inc.; JSR*
24 *North America Holdings, Inc.; JSR Life Sciences, LLC; and DOES 1 through 20, inclusive,”* Case
25 No. 21CV386334, commenced on August 30, 2021, in the Superior Court of the State of California
26 for the County of Santa Clara.

27 b. “Agreement” means this Joint Stipulation of Settlement, including the attached
28 Exhibit(s).

1 c. “Class” means all current and former non-exempt employees who are or were
2 employed by Defendants in California at any time during the Class Period.

3 d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

4 AEGIS LAW FIRM, PC
5 Samuel A. Wong
6 Kashif Haque
7 Jessica L. Campbell
8 Kristy R. Connolly
9 9811 Irvine Center Drive, Suite 100
10 Irvine, California 92618
11 Telephone: (949) 379-6250
12 Facsimile: (949) 379-6251

13 e. “Class List” means a list based on Defendants’ business records that identifies each
14 Class Member’s name, last known home or mailing address, Social Security number or, as
15 applicable, other taxpayer identification number, dates of employment, the number of Qualifying
16 Workweeks worked during the Class Period, and the number of pay periods worked during the
17 PAGA Period.

18 f. “Class Member(s)” means all members of the Class who do not opt out of the
19 Agreement.

20 g. “Class Period” means December 18, 2016 through April 22, 2022.

21 h. “Court” means the California Superior Court for the County of Santa Clara, where
22 the Actions are currently pending.

23 i. “Date of Finality” means the later of the following: (1) the date the Final Order is
24 signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no
25 appeal is taken of the Final Order, the last day on which a notice of appeal from the Final Order may
26 be filed and none is filed; or (3) if an appeal or other judicial review is taken from the Court’s
27 overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an
28 appellate decision affirming the Final Order becomes final.

29 j. “Defendants” means Defendants JSR Micro, Inc., JSR North America Holdings, Inc.,
30 and JSR Life Sciences, LLC.

31 k. “Defense Counsel” means counsel for Defendants:

32 Squire Patton Boggs (US) LLP

1 Michael W. Kelly
2 michael.kelly@squirepb.com
3 475 Sansome Street, Suite 1600
4 San Francisco, California 94111
5 Telephone: +1 415 954 0200
6 Facsimile: +1 415 393 9887

7 l. "Disposition" means the method by which the Court approves the terms of the
8 Settlement and retains jurisdiction over its enforcement, implementation, construction,
9 administration, and interpretation.

10 m. "Final Order Approving Settlement of Class Action" or "Final Order" means the final
11 formal court order signed by the Court following the Final Fairness and Approval Hearing in
12 accordance with the terms herein, approving this Agreement.

13 n. "Gross Settlement Amount" means One Million Dollars and Zero Cents
14 (\$1,000,000.00) to be paid by Defendants as provided by this Agreement to settle the Actions. All
15 payments to the Class, administration costs, attorney's fees and costs, and Incentive Award, pursuant
16 to Section 3.06(a) below, shall be paid out of the Gross Settlement Amount. The employer's share
17 of payroll taxes arising from the payments made under this settlement shall be paid by Defendants
18 separate from and in addition to the Gross Settlement Amount. The Gross Settlement Amount is
19 subject to a pro rata increase pursuant to Section 3.04(e) below. No part of the Gross Settlement
20 Amount shall revert to Defendants.

21 o. "Incentive Award" means a monetary amount of up to Ten Thousand Dollars
22 (\$10,000.00) for the Named Plaintiff, subject to Court approval, in recognition of his effort and work
23 in prosecuting the Actions on behalf of Class Members, and for his general release of claims.

24 p. "Individual Settlement Payment(s)" means each Participating Class Member's
25 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
26 by the calculations provided in this Agreement.

27 q. "LWDA" means the State of California Labor and Workforce Development Agency.

28 r. "LWDA Payment" means 75% of the \$50,000 allocated to the settlement of PAGA
claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of
this Agreement, as provided for below.

1 s. "Motion for Final Approval" means Plaintiff's submission of a written motion,
2 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
3 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
4 to enter a Final Order in this Action.

5 t. "Motion for Preliminary Approval" means Plaintiff's submission of a written motion,
6 including any evidence as may be required for the Court to grant preliminary approval of the
7 Settlement as required by Rule 3.769 of the California Rules of Court.

8 u. "Named Plaintiff" means Anthony Sanchez.

9 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved
10 administration costs, Class Counsels' attorney's fees and costs, Incentive Award, and PAGA
11 Settlement Amount, pursuant to Section 3.06(a)-(f) below.

12 w. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the
13 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
14 to Section 3.04(b) below.

15 x. "Notice Packet" means the Notice of Proposed Class Action Settlement in a form
16 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

17 y. "PAGA" means the California Private Attorneys General Act of 2004, which is
18 codified in California Labor Code §§ 2698 *et seq.*

19 z. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount
20 allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties have
21 agreed that the PAGA Settlement Amount is Fifty Thousand Dollars (\$50,000), subject to Court
22 approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment, and the
23 remaining 25% will be distributed to PAGA Group Members.

24 aa. "PAGA Group Members" means all Class Members employed by Defendants at any
25 time during the PAGA Period.

26 bb. "PAGA Period" means June 23, 2020 through April 22, 2022.

27 cc. "Participating Class Member(s)" is defined as a Class Member who does not timely
28 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net

1 Settlement Amount automatically without the need to return a claim form. Each Participating Class
2 Member will be paid his/her Individual Settlement Payment.

3 dd. "Preliminary Approval Date" means the date the Court preliminarily approves the
4 Settlement embodied in this Agreement.

5 ee. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury
6 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
7 Administrator for the benefit of Participating Class Members.

8 ff. "Qualifying Workweeks" means the number of weeks that Class Members worked
9 for Defendants as non-exempt employees during the Class Period.

10 gg. "Released Parties" means Defendants.

11 hh. "Response Deadline" means the deadline by which Class Members must postmark or
12 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
13 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by
14 the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or federal
15 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
16 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-
17 mailing.

18 ii. "Settlement Administration Costs" means all costs incurred by the Settlement
19 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
20 the class, calculation of Individual Settlement Payments, generation of Individual Settlement
21 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation
22 of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiff for his Incentive Award,
23 and to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement
24 Amount.

25 jj. "Settlement Administrator" means CPT Group which the Parties have agreed will be
26 responsible for the administration of the Individual Settlement Payments to be made by Defendants
27 from the Gross Settlement Amount and related matters under this Agreement.

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1 **ARTICLE II**

2 **CONTINGENT NATURE OF THE AGREEMENT**

3 **Section 2.01: Stipulation of Class Certification for Settlement Purposes**

4 Because the Parties have stipulated to the certification of the Class with respect to all causes
5 of action alleged in the Actions for settlement purposes only, this Agreement requires preliminary
6 and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional
7 basis. This Agreement is contingent upon the approval and certification by the Court. If the Date of
8 Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this
9 Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of
10 certification of the Class with respect to all causes of action alleged in the Actions. Defendants do
11 not consent to certification of the Class for any purpose other than to effectuate settlement of the
12 Actions. If the Date of Finality does not occur, or if Disposition of this Actions is not effectuated,
13 any certification of the Class as to Defendants will be vacated and Named Plaintiff, Defendants, and
14 the Class will be returned to their positions with respect to the Actions as if the Agreement had not
15 been entered into. In the event that the Date of Finality does not occur: (a) any Court orders
16 preliminarily or finally approving certification of any class contemplated by this Agreement shall be
17 null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the
18 fact of the settlement reflected in this Agreement, the fact that Defendants did not oppose the
19 certification of a Class under this Agreement, or that the Court preliminarily approved the
20 certification of the Class, shall not be used or cited thereafter by any person or entity, including in
21 any manner whatsoever, including without limitation any contested proceeding relating to the
22 certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed null
23 and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose
24 whatsoever. Defendants expressly reserve the right to challenge the propriety of class certification in
25 the Actions for any purpose, if the Date of Finality does not occur.

26 The Parties and their respective counsel shall take all steps that may be requested by the Court
27 relating to the approval and implementation of this Agreement and shall otherwise use their
28 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not

1 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
2 to meet and confer to address the Court’s concerns. If the Parties are unable to agree upon a
3 resolution, the Parties agree to seek the assistance of mediator Eve Wagner to resolve the dispute.

4 **ARTICLE III**

5 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

6 The procedure for obtaining Court approval of and implementing this Agreement shall be as
7 follows:

8 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

9 Named Plaintiff will bring a motion before the Court for an order conditionally certifying the
10 Class to include all claims pled in the Actions based on the preliminary approval of this Agreement.
11 The date that the Court grants preliminary approval of this Agreement will be the “Preliminary
12 Approval Date.”

13 **Section 3.02: The Settlement Administrator**

14 The Parties have chosen CPT Group to administer this Settlement and to act as the Settlement
15 Administrator, including but not limited to distributing and responding to inquiries about the Notice
16 Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement Amount and
17 the Individual Settlement Payments, issuing the Individual Settlement Payment checks and
18 distributing them to Participating Class Members, establishing and maintaining the QSF, and issuing
19 the payment to Class Counsel for attorneys’ fees and costs, the Incentive Award check to Named
20 Plaintiff, and the employer payroll taxes to the appropriate taxing authorities. The Settlement
21 Administrator shall expressly agree to all of the terms and conditions of this Agreement.

22 All costs of administering the Agreement, including but not limited to all costs and fees
23 associated with preparing, issuing and mailing any and all notices to Class Members and/or
24 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
25 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
26 returns and any other filings required by any governmental taxing authority or agency, all costs and
27 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
28 course of administering disbursements from the Net Settlement Amount, and any other costs and fees

1 incurred and/or charged by the Settlement Administrator in connection with the execution of its
2 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement
3 Administrator from the Gross Settlement Amount.

4 **Section 3.03: Notice to Class Members**

5 No later than fourteen (14) days after the Preliminary Approval Date, Defendants will provide
6 the Settlement Administrator with a “Class List” in electronic format based on its business records,
7 identifying the names of the Class Members, their last known home addresses, Social Security
8 numbers or, as applicable, other taxpayer identification number, their dates of employment, weeks
9 worked during the Class Period, and pay periods worked during the PAGA Period. If any or all of
10 the Class List is unavailable to Defendants, Defendants will so inform Class Counsel and the Parties
11 will make their best efforts to reconstruct or otherwise agree upon the Class List prior to when it must
12 be submitted to the Settlement Administrator. This information will otherwise remain confidential
13 and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to
14 carry out reasonable efforts to locate a Class Member as described below, or pursuant to Defendants’
15 express written authorization or by order of the Court. The Class List and all information contained
16 therein will be used for settlement notification and settlement administration and shall not be used
17 for any other purpose by Class Counsel.

18 Within ten (10) business days of receiving a Class List from Defendants, the Settlement
19 Administrator will send Class Members, by first-class mail, at their last known address, the Court
20 approved Notice Packet, including notice of this Agreement and of the opportunity to opt out of the
21 Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate
22 share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of
23 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the
24 Settlement Administrator will check all Class Member addresses against the National Change of
25 Address database and shall update any addresses before mailing. The Settlement Administrator will
26 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
27 Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the Class Member shall
28 have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the

1 initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class
2 Members shall not be required to submit claim forms in order to receive a proportional share of the
3 Net Settlement Amount.

4 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
5 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
6 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
7 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
8 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
9 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
10 that reasonable means be used to locate Class Members and that the Settlement Administrator be
11 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
12 Individual Settlement Payments to all Participating Class Members.

13 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
14 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
15 status report provided to the Parties.

16 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
17 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
18 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
19 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
20 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
21 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
22 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
23 procedures set forth in Section 3.06(g) below.

24 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
25 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
26 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
27 for and re-sending of any returned Notice Packets, as well as the number of valid requests for
28 exclusion and objections that the Settlement Administrator received.

1 **Section 3.04: Responses to Notice**

2 **a. Class Member Disputes**

3 If any Class Member disagrees with Defendants' records as to his or her Qualifying
4 Workweeks during the Class Period and/or number of pay periods worked during the PAGA period
5 as reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying
6 Workweeks and/or pay periods he/she claims to have worked during the Class Period and/or PAGA
7 Period and submit such writing to the Settlement Administrator by the Response Deadline, along
8 with any supporting documentation. The Notice will also provide a method for the Class Member to
9 challenge the employment data on which his or her Individual Settlement Payment is based. The
10 Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in
11 good faith to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator
12 will be the final arbiter of the Qualifying Workweeks and/or pay periods worked for each Class
13 Member during the Class Period and/or PAGA Period based on the information provided to it.

14 **b. Requests for Exclusion from Class**

15 In order for any Class Member to validly exclude themselves from the Class and the
16 settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class
17 Member or their authorized representative, and must be sent to the Settlement Administrator,
18 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement
19 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall
20 contain instructions on how to validly exclude themselves from the Class and the settlement (*i.e.*, opt
21 out). The date of the initial mailing of the Notice Packet, and the date the signed request for exclusion
22 was postmarked, shall be conclusively determined according to the records of the Settlement
23 Administrator. Any Class Member who timely and validly requests exclusion from the Class and the
24 settlement will not be entitled to any Individual Settlement Payment, will not be bound by the terms
25 and conditions of this Agreement, and will not have any right to object, appeal, or comment thereon.
26 Defendants will remain free to contest any claim brought by the non-participating Class Member that
27 would have been barred by this Agreement, and nothing in this Agreement will constitute or be
28 construed as a waiver of any defense Defendants have or could assert against such a claim.

1 Any Class Member who fails to timely submit a request for exclusion shall automatically be
2 deemed a Class Member whose rights and claims with respect to the issues raised in the Actions are
3 determined by the Court's Final Order Approving Settlement of Class Action, and by the other
4 rulings in the Actions. Thus, said Class Member's rights to pursue any claims covered by the Actions
5 and/or released in this Agreement will be extinguished.

6 **c. Objections to Settlement**

7 For any Class Member to object to this Agreement, or any term of it, the person making the
8 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
9 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)
10 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),
11 a written statement of the grounds of objection, signed by the objecting Class Member or their
12 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and
13 the date the signed objection was postmarked, shall be conclusively determined according to the
14 records of the Settlement Administrator. The Settlement Administrator shall send any objections it
15 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class
16 Members may also appear at the final approval hearing to object. The Court retains final authority
17 with respect to the consideration and admissibility of any Class Member objections.

18 **d. Encouragement of Class Members**

19 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
20 indirectly, through any person, encourage or solicit any Class Member to exclude themselves from
21 the settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
22 Class Members.

23 **e. Right of Plaintiff to Adjust Gross Settlement Amount**

24 Defendants have estimated the number of workweeks to be 15,406. If the number of
25 workweeks increase by more than 10% (which is more than 16,946 workweeks) as of the end of the
26 Class Period, there will be a pro rata adjustment to the Gross Settlement Amount equal to \$64.91 per
27 workweek.

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1 **Section 3.05: Final Fairness and Approval Hearing**

2 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
3 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
4 and determine whether the Court should give it final approval, and (2) consider any objections made
5 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
6 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
7 Proposed Final Order Approving Settlement of Class Action.

8 **Section 3.06: Settlement Terms and Conditions; Payment Procedures**

9 **a. Settlement Amount**

10 In exchange for the Released Claims set forth in this Agreement, Defendants agree to pay the
11 Gross Settlement Amount in the amount of One Million Dollars (\$1,000,000.00), subject to a pro
12 rata increase under the condition set forth in Section 3.04(e). The Gross Settlement Amount includes
13 all Individual Settlement Amounts to Participating Class Members, all administration costs, Class
14 Counsel's attorney's fees and costs, PAGA Settlement Amount, and the Incentive Payments. The
15 Gross Settlement Amount shall be all-in with no reversion to Defendants.

16 Within 30 (thirty) calendar days after the Court signs the Final Order, Defendants shall
17 transfer the Gross Settlement Amount plus Defendants' share of employer-side payroll taxes, as set
18 forth herein, into a QSF established by the Settlement Administrator either directly or by sending the
19 funds to the Settlement Administrator to be deposited and distributed. The Settlement Administrator
20 will use these funds to fund payment of the Individual Settlement Payments to Participating Class
21 Members, Class Counsel's attorneys' fees and costs, the Incentive Award, the LWDA Payment, and
22 the Settlement Administration Costs.

23 Within ten (10) court days after receiving Defendants' final payment, funding the Gross
24 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments
25 to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the
26 Incentive Award, and employer and employee tax withholdings applicable to the Net Settlement
27 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a
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1 search based on the National Change of Address Database to update and correct for any known or
2 identifiable address changes.

3 **b. Payment of Attorneys' Fees and Costs**

4 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
5 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Three
6 Hundred Thirty-Three Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents
7 (\$333,333.33). Class Counsel shall submit an application for an award of costs not to exceed Thirty
8 Thousand Dollars (\$30,000.00). Such application for attorneys' fees and costs shall be heard by the
9 Court at the Final Fairness and Approval Hearing. Defendants shall not object to or oppose any such
10 application in these amounts. Class Counsel shall serve Defendants with copies of all documents
11 submitted in support of their application for an award of attorneys' fees and costs.

12 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
13 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
14 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
15 and expenses related to the investigation, prosecution, and settlement of the Actions incurred through
16 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
17 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
18 will be reallocated to the Net Settlement Amount.

19 **c. Payment of Settlement Administration Costs**

20 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
21 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Ten
22 Thousand Dollars (\$10,000.00).

23 **d. Payment of Incentive Award to Named Plaintiff**

24 Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to Ten
25 Thousand Dollars (\$10,000.00), the request for which Defendants will not object to or oppose. The
26 Incentive Award shall be paid out of the Gross Settlement Amount and shall not constitute payment
27 to any Participating Class Member(s) other than Named Plaintiff. To the extent that the Court
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1 approves less than the amount of incentive award that Class Counsel request, the difference between
2 the requested and awarded amounts will be reallocated to the Net Settlement Amount.

3 Because it is the intent of the Parties that the Incentive Award represent payment to Named
4 Plaintiff for his service to the Class Members, and not wages, the Settlement Administrator will not
5 withhold any taxes from the Incentive Award. The Incentive Award will be reported on a Form 1099,
6 which the Settlement Administrator will provide to Named Plaintiff and to the pertinent taxing
7 authorities as required by law. Named Plaintiff shall be solely and legally responsible to pay any and
8 all applicable taxes on the Incentive Award, if any, and shall hold the Released Parties harmless from
9 any claim or liability for taxes, penalties, or interest arising as a result of the Incentive Award. To
10 receive the payment, Named Plaintiff agrees to a California Civil Code § 1542 waiver and a general
11 release of all claims as set forth herein below.

12 **e. Payment to the Labor and Workforce Development Agency**

13 In consideration of claims made under PAGA, Class Counsel will request that the Court
14 approve allocation of Fifty Thousand Dollars (\$50,000) of the Gross Settlement Amount to these
15 claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and
16 Workforce Development Agency (“LWDA Payment”), and twenty-five percent (25%) will be paid
17 to PAGA Group Members. Defendants will not oppose this request. The entire PAGA Settlement
18 Amount will be paid out of the Gross Settlement Amount. The Court’s adjustment, if any, of the
19 amount allocated to Named Plaintiff’s PAGA claim in the Action, will not invalidate this Agreement.

20 **f. Payment of Individual Settlement Payments to Participating Class Members**

21 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
22 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
23 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
24 each Class Member. To calculate the minimum amount each Class Member will receive based on
25 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total
26 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated
27 on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class
28 Member’s approximate Individual Settlement Payment amount will be included in his or her Notice

1 Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to
2 Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the
3 individual Qualifying Workweeks worked during the Class Period by each Participating Class
4 Member.

5 The PAGA Settlement Amount to be distributed to PAGA Group Members shall be divided
6 between all PAGA Group Members in proportion to the number of pay periods that each PAGA
7 Group Member worked during the PAGA Period. To calculate the minimum amount each PAGA
8 Group Member will receive based on their individual pay periods, 25% of the PAGA Settlement
9 Amount (or \$12,500) will be divided by the total number of pay periods by all PAGA Group
10 Members during the PAGA Period and then allocated on a pro rata basis. Pay periods will be rounded
11 up to the next whole integer. Each PAGA Group Member's approximate Individual PAGA
12 Settlement Payment Amount will be included in his or her Notice Packet. After final approval by the
13 Court, the PAGA Settlement Amount will be dispersed to all PAGA Group Members on a pro rata
14 basis based on the number of pay periods worked during the PAGA Period by each PAGA Group
15 Member.

16 Each Individual Settlement Payment will represent wages and penalties allocated using the
17 following formula: 40% allocated to wages; 60% allocated to interest and penalties. The PAGA
18 Settlement Amount to be distributed to PAGA Group Members are to be considered 100% penalties.
19 The amounts paid as wages shall be subject to all tax withholdings customarily made from an
20 employee's wages and all other authorized and required withholdings and shall be reported by W-2
21 forms. The employer-side taxes will be paid separate from and in addition to the Gross Settlement
22 Amount. The amounts paid as penalties and interest shall be subject to all authorized and required
23 withholdings other than the tax withholdings customarily made from employees' wages and shall be
24 reported by IRS 1099 forms.

25 No later than ten (10) business days after receiving the Gross Settlement Amount from
26 Defendants, the Settlement Administrator shall prepare and mail the checks for the Individual
27 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
28 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee

1 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
2 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the
3 extent required by law for the interest and penalty portions of the Individual Settlement Payments.
4 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
5 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration
6 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller
7 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

8 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
9 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
10 a mass search on LexisNexis or a comparable databases based on set criteria and, if another address
11 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the
12 Settlement Administrator is unable to obtain a valid mailing address through this process, the
13 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
14 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

15 **g. Default on Payment.**

16 Defendants' failure to fund the Gross Settlement Amount within thirty (30) calendar days
17 after the date that the Court grants final approval of the Settlement shall be considered a default. In
18 the event Defendants fail to timely fund the Gross Settlement Amount, the Settlement Administrator
19 will provide notice to Class Counsel and Defendants' counsel within three (3) business days of the
20 missed payment. Thereafter, Defendants will have seven (7) days to cure the default and tender
21 payment to the Settlement Administrator. In the event Defendants fail to cure the default within the
22 times set forth herein, Named Plaintiff may elect to enter judgment against Defendants, on an ex
23 parte basis, for the balance of the unpaid Gross Settlement Amount to date, and Named Plaintiff will
24 be entitled to recover interest at ten percent (10%) per year from the due date for such payment and
25 reasonable attorneys' fees and costs.

26 **h. No Credit Toward Benefit Plans.**

27 The Individual Settlement Payments made to Participating Class Members under this
28 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to

1 calculate any additional benefits under any benefit plans to which any Class Members may be
2 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
3 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
4 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class
5 Members may be entitled under any benefit plans.

6 **ARTICLE IV**

7 **LIMITATIONS ON USE OF THIS SETTLEMENT**

8 **Section 4.01: No Admission**

9 Defendants dispute the allegations in the Actions and disputes that, but for this Agreement, a
10 Class should not have been certified in the Actions. This Agreement is entered into solely for the
11 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
12 construed as an admission of liability or wrongdoing by Defendants.

13 **Section 4.02: Non-Evidentiary Use**

14 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
15 the settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
16 deemed to be evidence for any purpose adverse to Defendants or any other of the Released Parties,
17 including but not limited to, evidence of a presumption, concession, indication, or admission by any
18 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
19 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
20 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
21 Agreement or for Defendants to establish that a Class Member has resolved any of his or her claims
22 released through this Agreement.

23 **Section 4.03: Nullification**

24 The Parties have agreed to the certification of the Class encompassing all claims alleged in
25 the Actions for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
26 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
27 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
28 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the

1 Actions in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
2 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
3 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had
4 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to
5 stipulate to class certification of all causes of action pled in the Actions as part of the Settlement will
6 have no bearing on, and will not be admissible in connection with, the issue of whether the Class
7 should be certified by the Court in a non-settlement context in this Actions or any other action, and
8 in any of those events, Defendants expressly reserve the right to oppose certification of the Class.

9 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
10 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

11 **ARTICLE V**

12 **RELEASES**

13 **Section 5.01: Released Claims by Class Members**

14 Upon the date Defendants transfer the Gross Settlement Amount, in exchange for the
15 consideration set forth in the Agreement, Named Plaintiff and Participating Class Members who do
16 not opt out of the Settlement, release the Released Parties from any and all claims alleged in Named
17 Plaintiff's Operative Complaint, during the Class Period, including but not limited to (1) failure to
18 pay minimum wages (2) failure to pay overtime wages (3) failure to provide meal periods (4) failure
19 to authorize or permit rest periods (5) failure to reimburse business expenses (6) failure to furnish
20 accurate itemized wage statements (7) failure to pay wages upon separation of employment and
21 within the required time and (8) violation of California Business and Professions Code §§17200, *et*
22 *seq.*, based on the preceding claims ("Released Claims").

1 **Section 5.02: Released Claims by PAGA Group Members**

2 Upon the date of funding the GSA, the State of California and PAGA Group Members release
3 the Released Parties from all claims exhausted in Plaintiff’s notice(s) sent to the LWDA and alleged
4 in the operative complaint, which arose during the PAGA Period, regardless of whether PAGA Group
5 Members opt out of the Class Settlement.

6 **Section 5.03: Named Plaintiff’s Release of Unknown Claims**

7 Upon the date of funding the GSA, Named Plaintiff, waives, releases, acquits, and forever
8 discharges the Released Parties from any and all claims, actions, charges, complaints, grievances,
9 and causes of action, of any nature arising from Named Plaintiff’s employment with Defendants,
10 whether known or unknown, which exist or may exist as of the Parties’ execution of this Agreement.

11 Section 1542 of the California Civil Code provides as follows:

12 *“A general release does not extend to claims that the creditor or releasing*
13 *party does not know or suspect to exist in his or her favor at the time of*
14 *executing the release and that, if known by him or her, would have*
15 *materially affected his or her settlement with the debtor or released party.”*

16 Plaintiff’s general release provided herein is made with an express waiver and relinquishment
17 of any claim, right, or benefit under California Civil Code § 1542.

18 **ARTICLE VI**

19 **MISCELLANEOUS PROVISIONS**

20 **Section 6.01: Amendments or Modification**

21 The terms and provisions of this Agreement may be amended or modified only by an express
22 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel,
23 and approved by the Court.

24 **Section 6.02: Assignment**

25 None of the rights, commitments, or obligations recognized under this Agreement may be
26 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
27 consent of each other Party and their respective counsel. The representations, warranties, covenants,
28

1 and agreements contained in this Agreement are for the sole benefit of the Parties under this
2 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

3 **Section 6.03: Governing Law**

4 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
5 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
6 of laws.

7 **Section 6.04: Entire Agreement**

8 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
9 contains the entire understanding of the Parties with respect to the subject matter contained herein.
10 In case of any conflict between text contained in Articles I through VI of this Agreement and text
11 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be
12 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
13 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
14 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
15 supersedes all prior agreements and understandings among the Parties with respect to the settlement
16 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of
17 prior agreements or proposals.

18 **Section 6.05: Waiver of Compliance**

19 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
20 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
21 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
22 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
23 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
24 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

25 **Section 6.06: Counterparts and Fax/PDF Signatures**

26 This Agreement, and any amendments hereto, may be executed in any number of counterparts
27 and any Party and/or their respective counsel may execute any such counterpart, each of which when
28 executed and delivered shall be deemed to be an original. All counterparts taken together shall

1 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
2 signature.

3 **Section 6.07: Meet and Confer Regarding Disputes**

4 Should any dispute arise among the Parties or their respective counsel regarding the
5 implementation or interpretation of this Agreement, a representative of Class Counsel and a
6 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
7 to submitting such disputes to the Court.

8 **Section 6.08: Agreement Binding on Successors**

9 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
10 of each of the Parties.

11 **Section 6.09: Cooperation in Drafting**

12 The Parties have cooperated in the negotiation and preparation of this Agreement. This
13 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
14 was the drafter or participated in the drafting of this Agreement.

15 **Section 6.10: Fair and Reasonable Settlement**

16 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
17 the Actions and have arrived at this Agreement through arm's-length negotiation and in the context
18 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
19 further believe that the Settlement is and is consistent with public policy, and fully complies with
20 applicable law.

21 **Section 6.11: Headings**

22 The descriptive heading of any section or paragraph of this Agreement is inserted for
23 convenience of reference only and does not constitute a part of this Agreement and shall not be
24 considered in interpreting this Agreement.

25 **Section 6.12: Notice**

26 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
27 communications under this Agreement must be in writing and addressed as follows:
28

1 *To Named Plaintiff and the Class:*

2 Samuel A. Wong
3 Kashif Haque
4 Jessica L. Campbell
5 Kristy R. Connolly
6 AEGIS LAW FIRM, PC
7 9811 Irvine Center Drive, Suite 100
8 Irvine, California 92618
9 Telephone: (949) 379-6250
10 Facsimile: (949) 379-6251

11 And

12 *To Defendants:*

13 Squire Patton Boggs (US) LLP
14 Michael W. Kelly
15 michael.kelly@squirepb.com
16 475 Sansome Street, Suite 1600
17 San Francisco, California 94111
18 Telephone: +1 415 954 0200
19 Facsimile: +1 415 393 9887

20 **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

21 To the extent consistent with class action procedure, this Agreement shall be enforceable by
22 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
23 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Actions or the
24 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
25 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
26 retain continuing jurisdiction over this Actions and over all Parties and Class Members, to the fullest
27 extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more
28 of the Parties institutes any legal action or other proceeding against any other Party or Parties to
enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover
from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
fees incurred in connection with any enforcement actions.

29 **Section 6.14: Mutual Full Cooperation**

30 The Parties agree fully to cooperate with each other to accomplish the terms of this
31 Agreement, including but not limited to the execution of such documents, and the taking of such

1 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
2 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its
3 terms. In the event the Parties are unable to reach agreement on the form or content of any document
4 needed to implement the Settlement, or on any supplemental provisions that may become necessary
5 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

6 **Section 6.15: Authorization to Act**

7 Class Counsel warrants and represents that they are authorized by Named Plaintiff, and
8 Defense Counsel warrants that they are authorized by Defendants, to take all appropriate action
9 required to effectuate the terms of this Agreement, except for signing documents, including but not
10 limited to this Agreement, that are required to be signed by the Parties themselves. Defendants
11 represent and warrant that the individual executing this Agreement on its behalf has the full right,
12 power, and authority to enter into this Agreement and to carry out the transactions contemplated
13 herein.

14 **Section 6.16: No Reliance on Representations**

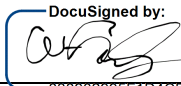
15 The Parties have made such investigation of the facts and the law pertaining to the matters
16 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
17 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
18 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
19 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
20 to any other matters. No representations, warranties, or inducements, except as expressly set forth
21 herein, have been made to any party concerning this Agreement.

22 **EXECUTION BY PARTIES AND COUNSEL**

23 The Parties and their counsel hereby execute this Agreement.

24
25
26 Dated: 5/28/2022

ANTHONY SANCHEZ

27 By: 
28 838902995F1D4CD...
Named Plaintiff

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Dated: May 25, 2022

JSR MICRO, INC.

By: Andrew B. Cohen
(Signature)
Andrew B. Cohen
(Printed Name)
VP & General Counsel
(Title)

Dated: May 25, 2022

JSR NORTH AMERICA HOLDINGS, INC.

By: Andrew B. Cohen
(Signature)
Andrew B. Cohen
(Printed Name)
VP & General Counsel
(Title)

Dated: May 25, 2022


JSR LIFE SCIENCES, LLC

By: Andrew B. Cohen
(Signature)
Andrew B. Cohen
(Printed Name)
VP & General Counsel
(Title)

APPROVED AS TO FORM ONLY:

Dated: May 31, 2022

AEGIS LAW FIRM, PC

By: 
Samuel A. Wong
Jessica L. Campbell
Kristy R. Connolly

Attorneys for Named Plaintiff

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Dated: May 25, 2022

SQUIRE PATTON BOGGS LLP

By: Michael W. Kelly
Michael W. Kelly

Attorneys for Defendants