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Attorneys for Plaintiff PASTOR E MIRANDA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

PASTOR E MIRANDA, individually, and on
behalf of all others similarly situated, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiff,

vs.

CLEANROOM TECS, INC, a corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2024-01405179-CU-OE-CXC

Assigned for All Purposes to:
David A. Hoffer, Dept. CX103

**DECLARATION OF JEFFREY JACKSON
IN SUPPORT OF THE PARTIES' FIRST
AMENDMENT TO CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT AND
AMENDED CLASS NOTICE**

Date: July 13, 2026
Time: 1:30 P.M.
Department: CX103

Complaint Filed: June 5, 2024
FAC Filed: August 30, 2024
SAC Filed: October 1, 2025
Trial Date: None Set

DECLARATION OF JEFFREY JACKSON

I, JEFFREY JACKSON, declare as follows:

1. I am an attorney duly licensed to practice law in the State of California. I am a the Lead Law and Motion Attorney with The Sentinel Firm A.P.C., attorneys of record for Plaintiff Pastor E. Miranda (“Plaintiff”) in the above-captioned case.

2. I have personal knowledge of the facts and proceedings of this case, and if called upon as a witness, could competently testify thereto.

3. In accordance with this Court’s February 23, 2026 Tentative Ruling (“Ruling”), I met and conferred with Defense Counsel and thereafter drafted an Amendment to Class Action and PAGA Settlement Agreement (“Settlement Agreement”) in the above-captioned matter. Attached as **Exhibit 1** is a true and correct copy of the executed Amendment to Class Action and PAGA Settlement Agreement and Class Notice. Pursuant to Paragraph 12.6 and 12.10 of the Agreement (which remains in force and in effect), amendments to the Agreement (such as this one) may be executed by Class Counsel and Defense Counsel as representatives of the Parties.

4. Attached as **Exhibit 2** is a “redlined” version showing the specific changes to the Agreement which have been made pursuant to the Amendment.

5. Following the Court’s guidance, the substance of the changes to the Agreement are as follows:

- a. amended Section 3.2.2 of the Settlement Agreement regarding Class Counsel Fees to reduce requested fees from one-third of the Gross Settlement Amount to 30% of the Gross Settlement Amount.
- b. struck Paragraph 7.7.4 from the Settlement Agreement.

6. In addition, I met and conferred with Defense Counsel regarding the changes to the Proposed Notice of Class Action Settlement which were directed by this Court in the February 23, 2026 tentative ruling. The revised proposed Notice of Class Action Settlement implementing the changes directed by this Court is attached as **Exhibit 3**.

7. A “redlined” version of the proposed Notice of Class Action Settlement identifying the changes made from the original proposed version of the Notice of Class Action Settlement in the revise

1 Notice is attached as **Exhibit 4**.

2 8. The substance of the changes to the Proposed Notice are as follows:

- 3 a. Added page numbers;
- 4 b. Corrected the misspelling of Plaintiff's name on the first page of the case caption on
- 5 Page 1 of the notice;
- 6 c. Corrected the third paragraph on page 1 of the notice to state: "The proposed
- 7 Settlement has two main parts: (1) a Class Settlement requiring Cleanroom Tecs to
- 8 fund Individual Settlement Payments, and (2) a PAGA Settlement requiring
- 9 Cleanroom Tecs to fund PAGA Payments and to pay penalties to the California
- 10 Labor and Workforce Development Agency ("LWDA") and aggrieved employees,"
- 11 which adds the phrase relating to aggrieved employees;
- 12 d. struck "but not the PAGA Settlement" from the first section of the table on page
- 13 three;
- 14 e. added a statement disclosing the unfair business practices claims under Section on
- 15 page 3 entitled "WHAT IS THE ACTION ABOUT?"; and
- 16 f. reduced the identified Class Counsel's attorneys' fees from one third of the Gross
- 17 Settlement Amount (\$141,666.66) to 30% of the Gross Settlement Amount
- 18 (\$127,500.00).

19 9. We propose December 14, 2026 at 1:30 P.M. as the date and time for the Final Approval

20 Hearing.

21 //

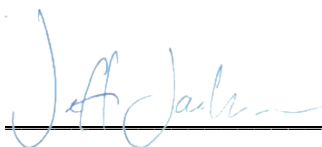
22 //

23 I declare under penalty of perjury under the laws of the State of California that the

24 foregoing is true and correct. Executed this 18th day of June, 2026 in Los Angeles County.

25

26

27 

28 JEFFREY JACKSON

EXHIBIT 1

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Attorneys for Defendant CLEANROOM TECS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

PASTOR E MIRANDA, individually, and on
behalf of all others similarly situated, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiff,

vs.

CLEANROOM TECS, INC, a corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2024-01405179-CU-OE-CXC

Assigned for All Purposes to:
David A. Hoffer, Dept. CX103

**FIRST AMENDMENT TO CLASS ACTION
AND PAGA SETTLEMENT AGREEMENT
AND CLASS NOTICE**

Complaint Filed: June 5, 2024
FAC Filed: August 30, 2024
SAC Filed: October 1, 2025
Trial Date: None Set

1 **FIRST AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND**
2 **CLASS NOTICE**

3 This First Amendment to the Class Action and PAGA Settlement Agreement (“Agreement”) is
4 made by and between Plaintiff Pastor E. Miranda, individually and on behalf of all others similarly situated
5 (“Plaintiff”), and Defendant Cleanroom Tecs, Inc. (“Defendant”). Plaintiff and Defendant are collectively
6 referred to herein as “the Parties.”

7 The Parties hereby agree to amend the Class Action and PAGA Settlement and Class Notice
8 executed by the Parties on October 14, 2025 as follows:

9 **REVISED PROVISIONS**

10 1. Paragraph 3.3.2. is hereby amended and now reads as follows:

11 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 30% of the Gross
12 Settlement Amount and Class Counsel Litigation Expenses Payment of not more than \$25,000.00.
13 Defendant will not oppose requests for these payments. Plaintiff will seek Court approval for the Class
14 Counsel Fees Payment and the Class Litigation Expenses Payment in the Final Approval Motion. If the
15 Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
16 than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount.
17 Released Parties shall have no liability to Class Counsel or any other as to any portion of the Class
18 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the
19 Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more appropriate IRS-
20 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel
21 Fees Payment and the Class Counsel Litigation Expenses Payment and agrees to indemnify Defendant and
22 hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other
23 actual or potential damages arising from Plaintiff’s obligations to pay taxes owed on these Payments or
24 from any dispute or controversy regarding any division or sharing of any of these Payments.

25 2. Paragraph 7.7.4 is hereby stricken from the Settlement Agreement.

26 3. Exhibit A (Notice of Proposed Class and PAGA Representative Action Settlement) to the
27 Settlement Agreement is replaced with the new Exhibit B (Amended Notice of Proposed Class and PAGA
28 Representative Action Settlement) attached to this Amendment, which was revised to reflect that above-

mentioned revisions in the Settlement Agreement and to make the corrections ordered by the Court in its February 23, 2026 Tentative Ruling.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily execute this First Amendment to Class Action and PAGA Settlement Agreement and Class Notice.

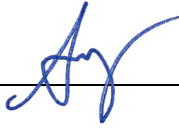
IT IS SO AGREED.

Plaintiff's Counsel:

Dated: 06/18/26

THE SENTINEL FIRM, APC

By: _____


Seung L. Yang
Tiffany Hyun
Jeffrey P. Jackson

Attorneys for Plaintiff
PASTOR E. MIRANDA

Defendant's Counsel:

Dated: 06/18/26

FISHER & PHILLIPS, LLP

By: _____

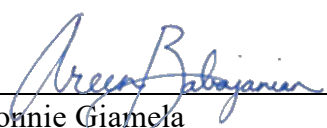

Lonnie Giamela
Areen Babajianian
Attorneys for Defendant
CLEANROOM TECS, INC.

EXHIBIT 2

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Attorneys for Defendant CLEANROOM TECS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

PASTOR E MIRANDA, individually, and on
behalf of all others similarly situated, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiff,

vs.

CLEANROOM TECS, INC, a corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2024-01405179-CU-OE-CXC

Assigned for All Purposes to:
David A. Hoffer, Dept. CX103

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

Complaint Filed: June 5, 2024
FAC Filed: August 30, 2024
Trial Date: None Set

1 following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final
2 Approval:

3 3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not
4 more than \$10,000.00, in addition to any Individual Class Payment and any Individual PAGA
5 Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant
6 will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed
7 this amount. Plaintiff will seek Court approval for any Class Representative Service Payment in the
8 Final Approval Motion. If the Court approves a Class Representative Service Payment less than the
9 amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The
10 Administrator will pay the Class Representative Service Payment using the appropriate IRS Form
11 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
12 Representative Service Payment, and agrees to indemnify Defendant and hold it harmless for any
13 responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential
14 damages arising from Plaintiff's obligations to pay taxes owed on the Class Representative Service
15 Payment.

16 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 30% ~~one-third~~ of the
17 Gross Settlement Amount and Class Counsel Litigation Expenses Payment of not more than
18 \$25,000.00. Defendant will not oppose requests for these payments. Plaintiff will seek Court ap-
19 proval for the Class Counsel Fees Payment and the Class Litigation Expenses Payment in the Fi-
20 nal Approval Motion. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
21 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the
22 remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel
23 or any other Plaintiff's Counsel arising from any claim as to any portion of the Class Counsel Fee
24 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the
25 Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more appropriate
26 IRS-1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the
27 Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and agrees to
28 indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint, dam-
ages, penalties, interest

1 7.7.2. Participating Class Members may send written objections to the Administrator, by
2 fax, email, or mail. In the alternative, Participating Class Members may appear in
3 Court (or hire an attorney to appear in Court) to present verbal objections at the Final
4 Approval Hearing. A Participating Class Member who elects to send a written
5 objection to the Administrator must do so not later than the Response Deadline, or
6 as otherwise extended for re-mailed Class Notices as described herein.

7 7.7.3. Non-Participating Class Members have no right to object to any of the class action
8 components of the Settlement.

9 ~~7.7.4. Class Members (whether Participating or Non-Participating) and Aggrieved~~
10 ~~Employees have no right to object to or intervene in any of the PAGA compo-~~
11 ~~nents of the Settlement.~~

12 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
13 performed or observed by the Administrator contained in this Agreement or otherwise.

14 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will post
15 information of interest to Class Members including the date, time and location for
16 the Final Approval Hearing and copies of the Settlement Agreement, the Class
17 Notice, the Final Approval and the Judgment on the Administrator's website. The
18 Administrator will also maintain and monitor an email address and a toll-free
19 telephone number to receive Class Member calls, faxes and emails.

20 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
21 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
22 Not later than five (5) days after the expiration of the deadline for submitting
23 Requests for Exclusion, the Administrator shall email a list to Class Counsel and
24 Defense Counsel containing (a) the names and other identifying information of Class
25 Members who have timely submitted valid Requests for Exclusion ("Exclusion
26 List"); (b) the names and other identifying information of Class Members who have
27 submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion
28 from Settlement submitted (whether valid or invalid).

EXHIBIT 3

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

Pastor E Miranda v. Cleanroom Tecs, Inc.,

Orange County Superior Court Case No. 30-2024-01405179-CU-OE-CXC

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) concerning your current or former employment with Cleanroom Tecs, Inc. (“Cleanroom Tecs”). The Action was filed by a former Cleanroom Tecs employee, Pastor Miranda (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of employees (“Class Members”) who worked for Cleanroom Tecs during the Class Period (June 5, 2020 through and including [REDACTED]); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all employees who worked for Cleanroom Tecs during the PAGA Period (June 6, 2023 through [REDACTED]) (“Aggrieved Employees”).

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

Based on Cleanroom Tecs’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$__ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on a number of factors. If no amount is stated for your Individual PAGA Payment, then according to Cleanroom Tecs’ records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.

The above estimates are based on Cleanroom Tecs’ records showing that **you worked _____workweeks** during the Class Period and **you worked ____ Pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Cleanroom Tecs that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement. The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You may use the Request for Exclusion form which is included with this Notice for purposes of excluding yourself from the Class Settlement. You cannot opt-out of the PAGA portion of the proposed Settlement, regardless of whether you are deemed to be an Aggrieved Employee. Cleanroom Tecs must pay Individual PAGA Payments to all Aggrieved Employees.

Participating Class Members Can Object to the Class Settlement. Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice. You may use the Objection form which is included with this Notice for purposes of submitting a written objection to the Court. Even if you do not file a written objection, you or your attorney may appear at the Final Approval Hearing to make a verbal objection.
You Can Participate in the _____ Final Approval Hearing.	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Cleanroom Tecs’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice. You may use the Workweek Challenge form which is included with this Notice for purposes of challenging the calculation of your Workweeks and/or Pay Periods.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Cleanroom Tecs employee. The Action accuses Cleanroom Tecs of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses, failing to provide meal periods, rest breaks and accurate itemized wage statements, and engaging in unfair business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private

Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action:

THE SENTINEL FIRM, APC
707 Wilshire Blvd, Suite 4700
Los Angeles, CA 90017
Telephone: (213) 985-1150
Facsimile: (213) 985-2155

(“Class Counsel.”)

Cleanroom Tecs strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

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

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

1. Cleanroom Tecs Will Pay \$425,000 as the Gross Settlement Amount (Gross Settlement). Cleanroom Tecs has agreed to deposit the Gross Settlement into an account controlled by the Administrator within thirty (30) days after the date the Settlement becomes final.

The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”).

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions

from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$127,500.00 (30% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$6,990 to the Administrator for services administering the Settlement.
- D. Up to \$30,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to these deductions with the exception of the PAGA Penalties. The Court will consider all objections other than objections to the PAGA Penalties or to the PAGA components of the settlement.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks. Within thirty (30) days after the date the Settlement becomes final, the Administrator will mail checks for all Individual Class Payments and Individual PAGA Payments.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Cleanroom Tecs are asking the Court to approve an allocation of 33 1/3% of each Individual Class Payment to taxable wages ("Wage Portion") and 66 2/3% to penalties and interest. ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Cleanroom Tecs will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments/Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the Settlement Administrator will transfer the uncashed checks to the California Controller's Unclaimed Property Fund in your name thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to fill out and sign the Request for Exclusion form which is included with this Notice by the _____ Response Deadline. You are not required to use the included form, but any Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Cleanroom Tecs.

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

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

Period facts, as alleged in the Action and resolved by this Settlement.

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

“All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that occurred during the Class Period and were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint (“Released Class Claims”). The Released Class Claims include all claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including: (1) failure to timely pay employees upon separation or discharge; (2) failure to pay all wages due and owing for time worked; (3) failure to reimburse necessary business expenditures, (4) failure to provide meal or rest periods of compensation in lieu thereof, (5) failure to provide accurate itemized wage statements, (6) all related violations of the applicable Wage Orders; (7) all related violations of California’s unfair competition law; and (8) interest, fees, and costs related to claims based on the facts alleged in the Action. If Participating Class Members are also Aggrieved Employees, to the extent permissible by law, Participating Class Members release any and all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, et seq., against the Released Parties for work performed during the PAGA Period and based on or arising out of the alleged violations of the Labor Code sections alleged in Plaintiff’s letter to the LWDA and the Action, or which could have been alleged under the same or similar facts plead in Plaintiff’s letter to the LWDA or the Action. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.”

10. Aggrieved Employees’ PAGA Release.

The Aggrieved Employees’ will be bound by the following release:

“Aggrieved Employees, whether or not they are Participating Class Members, shall be deemed to release, to the extent permissible by law, any and all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, et seq., against the Released Parties for work performed during the PAGA Period and based on or arising out of the alleged violations of the Labor Code sections alleged in Plaintiff’s letter to the LWDA and the Action, or which could have been alleged under the same or similar facts plead in Plaintiff’s letter to the LWDA or the Action.”

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. Each Settlement Class member shall receive a proportionate settlement share based upon the pro-rata number of Workweeks they worked during the Class Period, the numerator of which is the Settlement Class member's total Workweeks during the Class Period, and the denominator of which is the total Workweeks worked by all Settlement Class members who worked during the Class Period [i.e., (individual Workweeks ÷ total Workweeks by all Settlement Class members)]. Partial Workweeks will be considered full Workweeks for the purposes of this Settlement. The Settlement Administrator will calculate the number of Workweeks that each Class Member worked during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by dividing by the total number of PAGA Workweeks worked during the PAGA Period credited to all PAGA Members to determine the "PAGA Workweek Rate." Each PAGA Member's Individual PAGA Payment is equal to the PAGA Workweek Rate multiplied by his or her individual PAGA Workweeks. The Settlement Administrator will calculate the number of PAGA Workweeks that each Class Member worked during the PAGA Period.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Cleanroom Tecs' records, are stated in the first page of this Notice. You have until ____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by using the included form or by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Cleanroom Tecs' calculation of Workweeks and/or Pay Periods based on Cleanroom Tecs' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will attempt to resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Cleanroom Tecs' Counsel. While the Administrator and the parties will attempt to resolve any such disputes, the Court will decide any unresolved dispute.

5. HOW WILL I GET PAID?

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

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member). For those who are also Participating Class Members, the Individual Settlement check and PAGA settlement check will be combined into a single check.

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

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

Fill out and sign the Request for Exclusion form included with this Notice and return it to the address specified on the form. You are not required to use this form to submit a valid Request for Exclusion. You may also submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Pastor Miranda v. Cleanroom Tecs, Inc.*, and include your identifying information (full name, address, telephone number, and last four digits of your social security number for verification purposes) and a statement indicating you request to be excluded from the Settlement. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded (whether using the included form or another method) by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement – you may not submit both a Request for Exclusion and an Objection to the Settlement. If you submit both, you will be excluded from the Settlement and your Objection will not be heard. Before deciding whether to object, you may wish to see what Plaintiff and Cleanroom Tecs are asking the Court to approve. At least 16 days before the ____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

_____ (url) or the Court's website _____ (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections**

to the Administrator is _____. You may use the included Objection form for submitting written objections, or you may write your own letter (or have your own lawyer do so). Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Pastor Miranda v. Cleanroom Tecs, Inc.*, Orange County Superior Court Case No. 30-2024-01405179-CU-OE-CXC; and include your full name, the last four digits of your social security number, and your current address; state the specific reason(s) for the objection; identify or include any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to consider; and sign and date the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing; you do not need to submit a written objection to object to the Settlement at the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on . at (time) in Department CX103 of the Orange County Superior Court Civil Complex Center, located at 751 W Santa Ana Blvd, Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) the hearing. Check the Court's website for the most current information (<https://www.occourts.org/online-services/case-access>)

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Cleanroom Tecs and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Apex Class Action Administration's website at (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.occourts.org/online-services/case-access>) and entering the Case Number for the Action, Case Number 30-2024-01405179-CU-OE-CXC and viewing the Settlement Agreement which is attached to the Declaration of Tiffany Hyun submitted in Support of Plaintiff's Motion for Preliminary Approval. The pleadings and other records in this litigation may be examined online at the same online address.

After arriving at the website, click the “Civil Case & Document Access” button on the page, then accept the Court website’s terms, and on the next page, enter the case number and click “Submit.” Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

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

Class Counsel:

Seung Yang
Tiffany Hyun
Jeffrey P. Jackson
Christine Noh
THE SENTINEL FIRM, APC
707 Wilshire Blvd, Suite 4700
Los Angeles, CA 90017
Telephone: (213) 985-1150
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E-Mail seung.yang@thesentinelfirm.com
E-Mail tiffany.hyun@thesentinelfirm.com
E-Mail jeffrey.jackson@thesentinelfirm.com
E-Mail christine.noh@thesentinelfirm.com

Settlement Administrator:

Apex Class Action Administration
Email Address: [REDACTED]
Mailing Address: 18 Technology Drive, Suite 154 Irvine, CA 92618
Telephone: (800) 355-0700

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 4

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

Pastor E Miranda v. Cleanroom Tecs, Inc.,

Orange County Superior Court Case No. 30-2024-01405179-CU-OE-CXC

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

You may be eligible to receive money from an employee class action lawsuit ("Action") concerning your current or former employment with Cleanroom Tecs, Inc. ("Cleanroom Tecs"). The Action was filed by a former Cleanroom Tecs employee, Pastor Miranda ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of employees ("Class Members") who worked for Cleanroom Tecs during the Class Period (June 5, 2020 through and including [REDACTED]); and (2) penalties under the California Private Attorney General Act ("PAGA") for all employees who worked for Cleanroom Tecs during the PAGA Period (June 6, 2023 through [REDACTED]) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Cleanroom Tecs to fund Individual Settlement Payments, and (2) a PAGA Settlement requiring Cleanroom Tecs to fund PAGA Payments and to pay penalties to the California Labor and Workforce Development Agency ("LWDA") and aggrieved employees.

Based on Cleanroom Tecs' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$__ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on a number of factors. If no amount is stated for your Individual PAGA Payment, then according to Cleanroom Tecs' records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.

The above estimates are based on Cleanroom Tecs's records showing that **you worked _____workweeks** during the Class Period and **you worked _____ Pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Cleanroom Tecs that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement. The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You may use the Request for Exclusion form which is included with this Notice for purposes of excluding yourself from the Class Settlement. You cannot opt-out of the PAGA portion of the proposed Settlement, regardless of whether you are deemed to be an Aggrieved Employee. Cleanroom Tecs must pay Individual PAGA Payments to all Aggrieved Employees.

Participating Class Members Can Object to the Class Settlement, but not the PAGA Settlement. Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice. You may use the Objection form which is included with this Notice for purposes of submitting a written objection to the Court. Even if you do not file a written objection, you or your attorney may appear at the Final Approval Hearing to make a verbal objection.
You Can Participate in the _____ Final Approval Hearing.	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Cleanroom Tecs’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice. You may use the Workweek Challenge form which is included with this Notice for purposes of challenging the calculation of your Workweeks and/or Pay Periods.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Cleanroom Tecs employee. The Action accuses Cleanroom Tecs of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses, ~~and~~ failing to provide meal periods, rest breaks and accurate itemized wage statements, ~~and engaging in unfair business practices~~. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private

Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action:

THE SENTINEL FIRM, APC
[707 Wilshire Blvd, Suite 4700](#)
[Los Angeles, CA 90017](#)
~~355 S. Grand Ave., Suite 1450~~
~~Los Angeles, California 90071~~
Telephone: (213) 985-1150
Facsimile: (213) 985-2155

(“Class Counsel.”)

Cleanroom Tecs strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

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

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

1. Cleanroom Tecs Will Pay \$425,000 as the Gross Settlement Amount (Gross Settlement). Cleanroom Tecs has agreed to deposit the Gross Settlement into an account controlled by the Administrator within thirty (30) days after the date the Settlement becomes final.

The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”).

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$~~141,666.66~~127,500.00 (~~one-third~~30% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$6,990 to the Administrator for services administering the Settlement.
- D. Up to \$30,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to these deductions with the exception of the PAGA Penalties. The Court will consider all objections other than objections to the PAGA Penalties or to the PAGA components of the settlement.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks. Within thirty (30) days after the date the Settlement becomes final, the Administrator will mail checks for all Individual Class Payments and Individual PAGA Payments.
4. Taxes Owed on Payments to Class Members. Plaintiff and Cleanroom Tecs are asking the Court to approve an allocation of 33 1/3% of each Individual Class Payment to taxable wages ("Wage Portion") and 66 2/3% to penalties and interest. ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Cleanroom Tecs will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments/Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the Settlement Administrator will transfer the uncashed checks to the California Controller's Unclaimed Property Fund in your name thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to fill out and sign the Request for Exclusion form which is included with this Notice by the _____ Response Deadline. You are not required to use the included form, but any Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Cleanroom Tecs.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Cleanroom Tecs based on the PAGA Period facts alleged in the Action.
7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Cleanroom Tecs have agreed that, in either case, the Settlement will be void: Cleanroom Tecs will not pay any money and Class Members will not release any claims against Cleanroom Tecs.
8. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Cleanroom Tecs has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims

released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Cleanroom Tecs or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

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

“All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that occurred during the Class Period and were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint (“Released Class Claims”). The Released Class Claims include all claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including: (1) failure to timely pay employees upon separation or discharge; (2) failure to pay all wages due and owing for time worked; (3) failure to reimburse necessary business expenditures, (4) failure to provide meal or rest periods of compensation in lieu thereof, (5) failure to provide accurate itemized wage statements, (6) all related violations of the applicable Wage Orders; (7) all related violations of California’s unfair competition law; and (8) interest, fees, and costs related to claims based on the facts alleged in the Action. If Participating Class Members are also Aggrieved Employees, to the extent permissible by law, Participating Class Members release any and all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, et seq., against the Released Parties for work performed during the PAGA Period and based on or arising out of the alleged violations of the Labor Code sections alleged in Plaintiff’s letter to the LWDA and the Action, or which could have been alleged under the same or similar facts plead in Plaintiff’s letter to the LWDA or the Action. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.”

10. Aggrieved Employees’ PAGA Release.

The Aggrieved Employees’ will be bound by the following release:

“Aggrieved Employees, whether or not they are Participating Class Members, shall be deemed to release, to the extent permissible by law, any and all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, et seq., against the Released Parties for work performed during the PAGA Period and based on or arising out of the alleged violations of the Labor Code sections alleged in Plaintiff’s letter to the LWDA and the Action, or which could have been alleged under the same or similar facts plead

in Plaintiff's letter to the LWDA or the Action."

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. Each Settlement Class member shall receive a proportionate settlement share based upon the pro-rata number of Workweeks they worked during the Class Period, the numerator of which is the Settlement Class member's total Workweeks during the Class Period, and the denominator of which is the total Workweeks worked by all Settlement Class members who worked during the Class Period [i.e., (individual Workweeks ÷ total Workweeks by all Settlement Class members)]. Partial Workweeks will be considered full Workweeks for the purposes of this Settlement. The Settlement Administrator will calculate the number of Workweeks that each Class Member worked during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by dividing by the total number of PAGA Workweeks worked during the PAGA Period credited to all PAGA Members to determine the "PAGA Workweek Rate." Each PAGA Member's Individual PAGA Payment is equal to the PAGA Workweek Rate multiplied by his or her individual PAGA Workweeks. The Settlement Administrator will calculate the number of PAGA Workweeks that each Class Member worked during the PAGA Period.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Cleanroom Tecs' records, are stated in the first page of this Notice. You have until ____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by using the included form or by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Cleanroom Tecs' calculation of Workweeks and/or Pay Periods based on Cleanroom Tecs' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will attempt to resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Cleanroom Tecs' Counsel. While the Administrator and the parties will attempt to resolve any such disputes, the Court will decide any unresolved dispute.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)

including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member). For those who are also Participating Class Members, the Individual Settlement check and PAGA settlement check will be combined into a single check.

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

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

Fill out and sign the Request for Exclusion form included with this Notice and return it to the address specified on the form. You are not required to use this form to submit a valid Request for Exclusion. You may also submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Pastor Miranda v. Cleanroom Tecs, Inc.*, and include your identifying information (full name, address, telephone number, and last four digits of your social security number for verification purposes) and a statement indicating you request to be excluded from the Settlement. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded (whether using the included form or another method) by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement – you may not submit both a Request for Exclusion and an Objection to the Settlement. If you submit both, you will be excluded from the Settlement and your Objection will not be heard. Before deciding whether to object, you may wish to see what Plaintiff and Cleanroom Tecs are asking the Court to approve. At least 16 days before the ____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

_____ (url) _____ or the Court's website _____ (url) _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for

Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** You may use the included Objection form for submitting written objections, or you may write your own letter (or have your own lawyer do so). Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Pastor Miranda v. Cleanroom Tecs, Inc.*, Orange County Superior Court Case No. 30-2024-01405179-CU-OE-CXC; and include your full name, the last four digits of your social security number, and your current address; state the specific reason(s) for the objection; identify or include any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to consider; and sign and date the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing; you do not need to submit a written objection to object to the Settlement at the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) in Department CX103 of the Orange County Superior Court Civil Complex Center, located at 751 W Santa Ana Blvd, Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) the hearing. Check the Court's website for the most current information (<https://www.occourts.org/online-services/case-access>)

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Cleanroom Tecs and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Apex Class Action Administration's website at (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.occourts.org/online-services/case-access>) and entering the Case Number for the Action, Case Number 30-2024-01405179-CU-OE-CXC and viewing the Settlement Agreement

which is attached to the Declaration of Tiffany Hyun submitted in Support of Plaintiff's Motion for Preliminary Approval. The pleadings and other records in this litigation may be examined online at the same online address.

After arriving at the website, click the "Civil Case & Document Access" button on the page, then accept the Court website's terms, and on the next page, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

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

Class Counsel:

Seung Yang

Tiffany Hyun

Jeffrey P. Jackson

Christine Noh

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E-Mail seung.yang@thesentinel firm.com

E-Mail tiffany.hyun@thesentinel firm.com

E-Mail jeffrey.jackson@thesentinel firm.com

E-Mail christine.noh@thesentinel firm.com

Settlement Administrator:

Apex Class Action Administration

Email Address: [REDACTED]

Mailing Address: 18 Technology Drive, Suite 154 Irvine, CA 92618

Telephone: (800) 355-0700

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

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

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3)
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not
6 a party to the within action; the address from which I served the document listed below is 707
7 Wilshire Blvd., Suite 4700, Los Angeles, California 90071. On June 18, 2026, I served the fore-
8 going document described as:

9 **DECLARATION OF JEFFREY JACKSON IN SUPPORT OF THE PARTIES' FIRST**
10 **AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**
11 **AND AMENDED CLASS NOTICE**

12 ☒ **BY EMAIL:** by transmitting a facsimile transmission a copy of said document(s)
13 to the following email addressee(s), in accordance with:

14 **FISHER & PHILLIPS, LLP**

15 Attorneys for Defendant Cleanroom Tecs, Inc.
16 Lonnie D. Giamela (lgiamela@fisherphillips.com)
17 Areen Babajanian (ababajanian@fisherphillips.com)
18 Francine Stinnett (fstinnett@fisherphillips.com)
19 Cina Kim (cakim@fisherphillips.com)
20 444 South Flower Street, Suite 1500
21 Los Angeles, CA 90071

22 I declare under penalty of perjury under the laws of the State of California that the above is true
23 and correct.

24 Executed on June 18, 2026, at Los Angeles, California.

25 Mellinda Hensley

26 Name

27 
28 Signature