

SEP 15 2022

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

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

OSCAR BENITEZ, LAN LE,
SHAQUILLE HOWARD, and MARIO
JORGE ESTRADA-PERALTA as
individuals and on behalf of all others
similarly situated,

Plaintiffs,

v.

MEDTRONIC, INC., a Minnesota
Corporation; MEDTRONIC USA INC., a
Minnesota Corporation; COVIDIEN, L.P.,
a Delaware Limited Partnership; and
DOES 1-50, inclusive,

Defendants.

Case No. 30-2019-01069185-CU-OE-CXC

Consolidated with the following cases:

Benitez – 30-2019-01106385

Le – 30-2020-01140338

Le – 30-2020-01144725

Howard – 30-2020-01159995

Added Plaintiff: Mario Jorge Estrada-Peralta

Assigned for All Purposes to: Hon. Peter Wilson
Department CX-102

**ORDER APPROVING AMENDMENT TO
SETTLEMENT AND TO CONTINUE THE
HEARING ON FINAL APPROVAL**

Date: September 15, 2022

Time: 1:30 p.m.

Dept: CX-102

1
2 The Court, having read and considered the papers filed in support of the motion, the
3 proposed class notice and other documents, having considered the arguments of counsel, and good
4 cause appearing therefore,

5 **IT IS HEREBY ORDERED:**

6 1. The Amendment to the Joint Stipulation of Class Action and PAGA Settlement and
7 Release (the "Settlement Agreement") of Defendants Medtronic, Inc. and Covidien LP
8 ("Defendants") and Plaintiffs Oscar Benitez, Lan Le, Shaquille Howard and Mario Jorge Estrada-
9 Peralta ("Named Plaintiffs") (Defendants and Named Plaintiffs collectively known as the "Parties"),
10 (attached as **Exhibit 1** to this order) is preliminarily approved as the terms of the Settlement
11 Agreement fall within the range of approval as fair, adequate and reasonable.

12 2. The following persons are conditionally certified as "Class Members" or "Class" for
13 Settlement purposes only: All current and former non-exempt employees of Defendants, either direct
14 or workers placed through a staffing agency, who worked for Defendants in the state of California
15 from October 21, 2015 through September 15, 2021, other than those who opt-out, for whom an
16 address could be located as of August 23, 2022.

17 3. The proposed Class satisfies the requirements of a class because the members of the
18 Class are readily ascertainable, and a well-defined community of interest exists in the questions of
19 law and fact affecting the Parties.

20 4. Named Plaintiffs are appointed as the Class Representative. Douglas Han and Shunt
21 Tatavos-Gharajeh of the Justice Law Corporation, and James Hawkins and Christina Lucio of James
22 Hawkins APLC are appointed as Class Counsel.

23 5. The Parties' proposed notice plan is constitutionally sound and hereby approved as
24 the best notice practicable. The proposed Revised Notice of Proposed Class Action Settlement
25 ("Class Notice"), attached as **Exhibit 2** to this Order, is sufficient to inform Class Members of the
26 terms of the Settlement Agreement, their rights to receive monetary payments under the Settlement
27 Agreement and the date and location of the final approval hearing. In addition, the Class Notice
28

1 fairly, plainly, accurately, and reasonably informs Class Members of: (1) the nature of the action, the
2 definition of the Class, the identity of Class Counsel, and essential terms of the Settlement; (2)
3 Named Plaintiffs' and Class Counsel's applications for the class representative's enhancement
4 award, and Class Counsel's request for attorneys' fees and litigation costs; (3) a formula used to
5 determine the Class Member's estimated payment; (4) Class Members' rights to appear through
6 counsel if they desire; (5) how to object to the Settlement or submit a request for exclusion from the
7 settlement if a Class Member wishes to do so; and (6) how to obtain additional information
8 regarding the action and the Settlement. (California Rule of Court 3.766.) The Court finds that the
9 notice requirements of California Rule of Court 3.769, subd. (f) are satisfied, and that the Class
10 Notice adequately advises Class Members of their rights under the Settlement. Counsel for the
11 Parties are authorized to correct any typographical errors in the Class Notice and make clarifications,
12 to the extent the same are found or needed, so long as such corrections do not materially alter the
13 substance of the Class Notice and other notice documents.

14 6. A final approval hearing currently set for September 29, 2022 is continued to January
15 19, 2023 at 2:00 p.m., to determine whether the Settlement Agreement should be granted final
16 approval as fair, reasonable, and adequate as to the Settlement Class Members. The Court reserves
17 the right to continue the date of the final approval hearing without further notice to the Class
18 Members. The Court retains jurisdiction to consider all further applications arising out of or in
19 connection with the Settlement Agreement.

20 7. The Motion for Final Approval of the Settlement Agreement, including requests to
21 approve the Class Representative Enhancement payment and Class Counsel's request for attorneys'
22 fees and costs, shall be filed and served no later than 16 court days before the hearing.

23 ///

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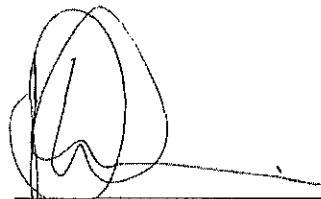
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3 8. The Court orders the following implementation schedule for further proceedings:
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5 Deadline for Settlement Administrator to send 6 the Settlement Notice to the Settlement Class 7 members	Within 14 days after receipt of this order.
8 Deadline to request exclusion from the 9 Settlement, submit objections, or challenge 10 number of pay periods worked 11	No later than 60 days after the Settlement Administrator's first mailing of the Class Notice to members of the Class or 10 days after the re-mailing of any Class Notice, 12 whichever is later.
13 Deadline for the Settlement Administrator to 14 submit declaration of compliance	No later than 10 days before the deadline for the filing of the motion for final approval.
15 Final Approval Hearing Date	January 19, 2023 at 2:00 p.m.

16 9. Along with the papers filed in support of the motion for final approval, the parties shall
17 file a list of all Class Members for whom an address could be located as of August 23,
18 2022. Any potential Class Members who have validly opted out shall be identified by
19 name in the proposed final order and judgment.
20

21
22 Dated: September 15, 2022



HON. PETER WILSON
JUDGE OF THE SUPERIOR COURT

Exhibit 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

OSCAR BENITEZ, LAN LE,
SHAQUILLE HOWARD, and MARIO
JORGE ESTRADA-PERALTA as
individuals and on behalf of all others
similarly situated,

Plaintiffs,

v.

MEDTRONIC, INC., a Minnesota
Corporation; MEDTRONIC USA INC., a
Minnesota Corporation; COVIDIEN, L.P.,
a Delaware Limited Partnership; and
DOES 1-50, inclusive,

Defendants.

Case No. 30-2019-01069185-CU-OE-CXC

Consolidated with the following cases:

Benitez – 30-2019-01106385

Le – 30-2020-01140338

Le – 30-2020-01144725

Howard – 30-2020-01159995

Added Plaintiff: Mario Jorge Estrada-Peralta

ASSIGNED FOR ALL PURPOSES TO
JUDGE PETER WILSON – DEPT. CX102

**AMENDMENT TO JOINT STIPULATION
OF CLASS ACTION AND PAGA
SETTLEMENT AND RELEASE**

Trial Date: None

Complaint Filed: May 10, 2019 (first filing)

In September of 2021 the Parties to this Action entered into a Joint Stipulation Of Class Action And PAGA Settlement And Release ("Agreement"). The Court granted preliminary approval of that settlement on February 10, 2022. As the contact information for some of the Settlement Class could not be located despite reasonable diligence to obtain the information from the Staffing Agencies, the Parties agree to amend the terms "Class Members, the Class, and Settlement Class Members" and "Gross Settlement Amount", paragraph numbers 4 and 16 of the Definition Section of the Agreements as follows:

4. Class Members, the Class, and Settlement Class Members. "Class Members" means all current and former non-exempt employees of Defendants, either direct or workers placed through a staffing agency, who worked for Defendants in the state of California from October 21, 2015 through September 15, 2021, other than those who opt-out (see Paragraphs 21 and 61c.) for whom an address could be located as of August 23, 2022.

16. Gross Settlement Amount or GSA. "Gross Settlement Amount" or "GSA" means a maximum total payment of Six Million Five Hundred and Twenty-Eight Thousand and Five Hundred and Fifty-Eight Dollars and Fifty-Eight Cents (\$6,528,558.58), which is the maximum total that Defendants are required to pay to settle this case with respect to the Settled Claims and Settled PAGA Claims, and it will satisfy all outstanding and awarded Settlement Payments, PAGA Payments, attorneys' fees and costs awarded to Class Counsel, the Named Plaintiffs' enhancement awards as awarded by the Court, outstanding payments to the SA as approved by the Court for settlement administration costs, and the payment to the LWDA.

This Amendment To The Class Action And PAGA Settlement Agreement, Release and Stipulation ("Amendment") is entered into between Defendants Medtronic, Inc. and Covidien LP ("Defendants") and Oscar Benitez, Ian Le, Shaquille Howard and Mario Jorge Estrada-Peralta ("Named Plaintiffs") in the Action (as defined in the Agreement). No other changes are being made to the Agreement.

1 **APPROVED AS TO FORM ONLY:**

2
3 Dated: 8/29/, 2022

JUSTICE LAW CORPORATION

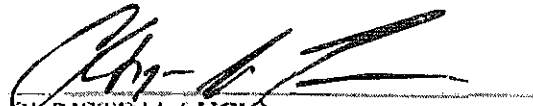
4
5 BY: 

DOUGLAS HAN

Attorneys for Oscar Benitez and Shaquille Howard, on behalf of themselves and all others similarly situated and aggrieved employees, and on behalf of the general public.

6
7
8
9 Dated: August 30, 2022

JAMES HAWKINS APLC.

10
11 BY: 

CHRISTINA LUCIO

Attorneys for Lan Le and Mario Estrada-Peralta, on behalf of themselves and all others similarly situated and aggrieved employees, and on behalf of the general public

12
13
14
15
16 4889-2514-9487.2 / 102223-1001

Exhibit 2

ORANGE COUNTY SUPERIOR COURT
Oscar Benitez, Lan Le, Shaquille Howard, and Mario Jorge Estrada-Peralta et al. v.
Medtronic, Inc. and Covidien LP.

Case No. 30-2019-01069185-CU-OE-CXC

Consolidated with the following cases:

Benitez – 30-2019-01106385

Le – 30-2020-01140338

Le – 30-2020-01144725

Howard – 30-2020-01159995

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

To: All current and former non-exempt employees of Defendants, either direct or placed through a staffing agency who worked for Defendants, in the state of California from October 21, 2015 through September 15, 2021 for whom an address could be located as of August 23, 2022.

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS

WHY DID I GET THIS NOTICE?

You have received this Notice because Medtronic, Inc. and Covidien LP (“Defendants”) records reflect that you are or may be a class member in a pending class action listed above that is pending in the Orange County Superior Court, Case No. 30-2019-01069185-CU-OE-CXC — *Consolidated with the following cases:* 30-2019-01106385; 30-2020-01140338; 30-2020-01144725; and 30-2020-01159995 (the “Action”), and you may be entitled to money from the settlement of that Action.

This Notice is court approved and informs you of the terms of the agreement of the Parties to settle the claims as set forth and embodied in a Class Action Settlement Agreement, Release and Stipulation (“Settlement”). This Notice explains what steps you may take to participate in, object to, or exclude yourself from the Settlement.

WHAT IS THIS ACTION ABOUT?

The Action was initially filed on May 10, 2019, on behalf of Plaintiff Oscar Benitez, and later added Lan Le, Shaquille Howard and Mario Jorge Estrada-Peralta (“Named Plaintiffs”), and other similarly situated current and former employees of Defendants. The Action, as amended, pleads claims on behalf of Named Plaintiffs and a proposed class against Defendants for: (1) failure to pay minimum wage and/or overtime compensation for all hours worked; (2) failure to provide meal periods or pay a premium in lieu thereof; (3) failure to authorize and permit rest periods or pay a premium in lieu thereof; (4) failure to timely pay final wages at the time of termination/end of employment; (5) inaccurate wage statements;

(6) failure to reimburse employees for business expenses; (7) unfair business practices; and (8) claims for penalties under the Private Attorney General Act. Named Plaintiffs seek to recover various damages and costs and penalties, including unpaid wages, premiums, restitution, interest, penalties, and attorneys' fees and costs. A copy of the First Amended Consolidated Complaint is on file with the Court.

Defendants deny each and all of the claims and contentions alleged by Named Plaintiffs. Defendants believe strongly that they have multiple valid defenses to the claims and that their employees have been properly paid and treated in accordance with the law. Absent the Settlement, Defendants would contest vigorously the lawsuit. By agreeing to this Settlement, Defendants are not admitting that it has any liability.

After engaging in extensive formal and informal discovery, an all-day mediation before an experienced mediator Lisa Klerman, the Parties agreed to the Settlement, which was preliminarily approved by the trial court in the Action ("Court") on [Date]. Named Plaintiffs and Class Counsel support the Settlement.

Neither the Court nor any other fact finder has decided whether the claims brought by the Named Plaintiffs (or Defendants' defenses) are meritorious. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. Rather, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and any final determination of those issues will be made at the final hearing. Defendants reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations in the Action and whether this Action should proceed as a class action.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who may have similar claims. Oscar Benitez, Lan Le, Shaquille Howard and Mario Jorge Estrada-Peralta are the Class Representatives or Named Plaintiffs in the Action, and have asserted claims on behalf of themselves and the class against Defendants. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

The settlement class includes **all current and former non-exempt employees of Defendants, either direct or workers placed through a staffing agency who worked for Defendants, in the state of California from October 21, 2015 through September 15, 2021** (referred to as the "Class Period"), other than those who opt-out (as discussed below) for whom an address could be located as of August 23, 2022. This group individually and collectively will be referred to as "Class Members."

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

Defendants will pay a fixed "Gross Settlement Amount" in the amount of ~~Seven Million Dollars and Zero Cents (\$7,000,000.00)~~ Six Million Five Hundred and Twenty-Eight Thousand and Five Hundred and Fifty-Eight Dollars and Fifty-Eight Cents (\$6,528,558.58) in exchange for: the release by Settlement

Class Members of Settled Claims (defined below) and Settled PAGA Claims (defined below) against Defendants and Released Parties (defined below); final judgment on the Action; and the other terms set forth in the Settlement. Subject to Court approval, the Gross Settlement Amount will be allocated as follows:

- **Individual Settlement Allocation:** \$ _____ shall be allocated to all Settlement Class Members (defined below) and referred to in this notice as the "Net Settlement Amount" or "NSA." Settlement Class Members who do not request to be excluded from the Settlement will receive a pro-rata share of the Net Settlement Amount automatically, which will be referred to in this notice as the "Individual Settlement Allocation." The Individual Settlement Allocation will be calculated by dividing the number of Pay Periods reflected in the company's records and estimates for you during the Class Period by the total Pay Periods worked by all Settlement Class Members during the Class Period as reflected in company records and estimates. Pay Periods worked shall be determined by the Settlement Administrator based on data to be provided by Defendants, as may be modified by the Settlement Administrator's or Court's resolution of any challenges. The Court will resolve any Pay Period disputes not otherwise resolved by the Settlement Administrator and the Parties.
 - **Your estimated Individual Settlement Allocation is \$ _____.**
 - **Your estimated number of Pay Periods during the Class Period is _____.**

Twenty percent (20%) of each Individual Settlement Allocation will be allocated to wages for which a W-2 shall be issued and eighty percent (80%) of each Individual Settlement Allocation will be considered penalties, interest and other non-wage related amounts, if any, and will be reported on an IRS Form 1099. The PAGA Payments to PAGA Members will be designated as payments for alleged penalties and other non-wage amounts and will be reported on an IRS Form 1099.

Settlement Class Members who do not request to be excluded from the Settlement will be forever barred from pursuing the Settled Claims against Defendants or any other Released Parties.

You have the right to challenge the number of Pay Periods allocated to you. If you dispute the number of Pay Periods please contact the Settlement Administrator with any and all evidence supporting your dispute. You will have until [INSERT DATE] to submit your dispute.

- **Enhancement Payment:** Named Plaintiffs will request an award not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) each in recognition of their work in this Action on behalf of the Class and a general release of all claims (except as to Plaintiff Le who has retained the claims pending in the United States District Court-- Southern District of California, Case No. 3:20-cv-02040-AJB-BLM).
- **Attorney's Fees and Expenses Payment:** Class Counsel (listed below) will seek a total amount of money not to exceed \$2,333,333.176,186.19 to be paid in accordance with the Settlement for any and all attorney's fees and \$55,000.00 in costs and expenses relating to the Action.
- **Settlement Administration:** The cost of settlement administration will not exceed \$45,000, which pays for tasks such as translating and mailing this Notice, mailing checks and tax forms, reporting to the parties and the Court, and tracking submitted requests for exclusions.

- **PAGA Penalty Payment:** Pursuant to California Labor Code Section 2698 *et seq.*, known as the Private Attorney General Act or "PAGA", the Parties designate \$500,000.00 of the Gross Settlement Amount as payment for Named Plaintiffs' claims on their own behalf and on behalf of all employees for penalties under the PAGA. Seventy-five percent (75%) of that amount, or \$375,000.00, will be paid to California's Labor & Workforce Development Agency ("LWDA"). The remainder shall be divided among PAGA Members, who are all Class Members who are employed or have been employed by Defendants in the state of California as non-exempt employees during the PAGA Class Period (May 10, 2018 through September 15, 2021) and you will not be able to opt-out or exclude yourself from this portion of the settlement.

WHAT AM I RELEASING UNDER THE SETTLEMENT?

Unless you timely exclude yourself from the class (as discussed below), you, on behalf of yourself and anyone who may claim through you, irrevocably and unconditionally forever and fully release (and covenant not to sue or otherwise pursue claims, whether known or unknown, against) any and all Released Parties from any and all Settled Claims.

"Released Parties" means Medtronic, Inc. and Covidien LP and their subsidiaries, affiliates, parents, all third party entities who provided workers to Medtronic, Inc. and Covidien LP in California (including but not limited to Acara (previously known as Superior Talent Resources) 3Bridge Solutions, Advanced Clinical, Aerotek, Artech Information Systems LLC, ATR, Bentley Global Resources LLC, Collabera, Inc., DYPLOYIT, Inc., Employbridge, Engineering Technical Group, Entegee Inc., Green Key Temp LLC, Horizontal Integration, Howroyd Wright Employment Agency, IG Inc., Infotree Service, Inc., Infoway Solutions, Insight Global, InterpPros Federation, InSync Staffing, iTech Solutions, Inc., Kelly Services, Inc., Kimco, Lancesoft Inc., Manpower, Mindlance, On Assignment Staffing Services, Populus Group, Pacific Rim Resources, Randstad North America, Inc., Robert Half International, Real Staffing Group, Superior Staffing, Specialist Staffing Solutions, TAJ Technologies, Tech-Pro, Tekmark Global Solutions, The Apelogao Group, The Ascent Services Group, Three Point Solutions, Inc., US Tech Solutions, Inc.) and attorneys and each of their company-sponsored employee benefit plans, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each of their past, present and future officers, directors shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers and reinsurers..

"Settled Claims" means any and all claims alleged in the First Amended Consolidated Class Action and Representative Action Complaint filed on January 4, 2021 (the "Complaint") or which could have been alleged in the Complaint based on the allegations, or facts alleged therein, and shall specifically include without limiting the generality thereof all causes of action listed in the Complaint that arose during the Class Period or PAGA Period. The release of the foregoing claims, extends to all theories of relief regardless of whether the claim is, was or could have been alleged as separate claims, causes of action, lawsuits or based on other theories of relief, whether under California law, state law or common law (including, without limitation, as violations of the California Labor Code, the Wage Orders, applicable regulations, and California's Business and Professions Code Section 17200). "Settled Claims" includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest,

injunctive relief, declaratory relief, or liquidated damages. are all claims for wages, statutory and civil penalties, damages and liquidated damages, interest, fees and costs that were alleged or could have been alleged under California law arising out of the allegations of the First Amended Consolidated Class Action and Representative Action Complaint filed on January 4, 2021, including, but not limited to: (1) claims for failure to pay minimum wage and/or overtime compensation for all hours worked; (2) failure to provide meal periods or pay a premium in lieu thereof; (3) failure to authorize and permit rest periods or pay a premium in lieu thereof; (4) failure to timely pay final wages at the time of termination/end of employment; (5) inaccurate wage statements; (6) failure to reimburse employees for business expenses; (7) unfair business practices; (8) claims for penalties under the Private Attorney General Act, including but not limited to under California Labor Code sections 201-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1195, 1197, 1198, 2698 et seq., 2800, 2802, or any applicable Wage Order; and (9) premium pay or liquidated damages of any nature whatsoever, arising out of any conduct, events, or transactions occurring during the Class Period including without limitation, interest, attorneys' fees and costs for the time periods described above through September 15, 2021. The Settled Claims as to the third party entities/staffing agencies who provided Employees hired through a staffing agency to Medtronic, Inc. and Covidien LP in California is limited to the alleged violations set forth herein while working for Defendants Medtronic, Inc. and/or Covidien LP in California during the Class Period. If the Court grants final approval of the Settlement, then the Final Judgment shall expressly provide that it covers and bars as a matter of law each and every Class Member other than those who have opted out from asserting any Settled Claims in the future.

"Settled PAGA Claims" means any and or all PAGA claims alleged in the Action or which could have been alleged in the Action based on the allegations or facts alleged therein, and shall specifically include without limiting the generality thereof all causes of action listed in the Complaint. The release of the foregoing claims extends to all theories of seeking relief under PAGA for the specified claims regardless of whether the claim is, was or could have been alleged as separate claims, causes of action, lawsuits or based on other theories of relief, including under the California Labor Code, the Wage Orders, applicable regulations. "Settled PAGA Claims" includes all types of relief available for the above-referenced claims, including, without limitation, any claims for penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. If the Court grants final approval of the Settlement, then the Final Judgment shall expressly provide that it covers and bars Plaintiff, LWDA, the State of California, and any other representative, proxy, or agent thereof, including but not limited to any and all PAGA Members from prosecuting "Settled PAGA Claims" that arose during the PAGA Period. The Settled PAGA Claims as to the third party entities/staffing agencies who provided workers through a staffing agency to Medtronic, Inc. and Covidien LP in California is limited to the alleged violations set forth herein while working for Defendants Medtronic, Inc. and/or Covidien LP in California during the PAGA Period.

WHAT DO I NEED TO DO TO RECEIVE AN INDIVIDUAL SETTLEMENT ALLOCATION?

To receive your Individual Settlement Allocation, you do not need to do anything. You must, however, notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. It is your responsibility to keep the Settlement Administrator informed of any such change, as your Individual Settlement Allocation will be mailed to the address on file. Also, if you only worked for Defendants as a worker placed through a staffing agency, you need to provide the Settlement

must be signed by the Class Member and state: (1) the full name of the Class Member; (2) the dates of employment of the Settlement Class Member; (3) and the basis for the objection.. A Class Member who wishes to object must submit his or her objection to the Settlement Administrator no later than [60 days after mailing date]. The Parties shall be permitted to file responses to the objection in addition to any motion for final approval documents. You may also object in person by appearing at the Final Approval Hearing.

The Court has decided that the law firms listed below under "CLASS COUNSEL" are qualified to represent the Settlement Class Members and PAGA Members. However, you have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing.

CLASS COUNSEL DOUGLAS HAN SHUNT TATAVOS-GHARAJEH JUSTICE LAW CORPORATION 751 N. Fair Oaks Avenue, Suite 101 Pasadena, CA 91103 Telephone: (818) 230-7502 Facsimile: (818)230-7259 JAMES HAWKINS CHRISTINA LUCIO JAMES HAWKINS, APLC 9880 Research Drive, Suite 200 Irvine, CA 92618 Telephone: (949) 387-7200 Facsimile: (949) 387-6676	DEFENDANT'S COUNSEL JODY A. LANDRY LITTLER MENDELSON, P.C. 501 West Broadway, Suite 900 San Diego, CA 92101 THE COURT CIVIL COMPLEX CENTER 751 West Santa Ana Blvd. Santa Ana, CA 92701
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Submitting an objection will *not* exclude you from the Settlement. If the Court grants final approval of the Settlement, you will still have the right to receive an Individual Settlement Allocation and will be barred from pursuing the Settled Claims. Do not submit both an objection and request for exclusion. If you submit both a request for exclusion and an objection, you will be excluded from the class and the objection will not be considered, and you will remain part of the PAGA settlement.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The Settlement, if finally approved by the Court, will bind all Settlement Class Members who do not request to be excluded from the Settlement and PAGA members whether or not they receive or timely cash their Individual Settlement Allocations. Final approval of the Settlement will bar any Settlement Class Member who does not request to be excluded from the Settlement from hereafter initiating a lawsuit or proceeding regarding any Settled Claims and PAGA Members from pursuing released PAGA claims. The Class Action Settlement Agreement, Release and Stipulation on file with the Court contains additional details about the scope of the release.

FURTHER INFORMATION

The foregoing is only a summary of the Settlement. The Settlement, pleadings and all other records of this litigation may be examined and copied any time during regular office hours in the Clerk's Office of the Orange County Superior Court listed above as "THE COURT." In addition, you may obtain these records on the Orange County Superior Court's website at <http://www.occourts.org/online-services/case-access/> by clicking "Access Now" next to Civil Case & Document Access. You will need to accept the terms of the Information Disclaimer, and proceed to enter the case number listed at the top of this Notice and the security code provided on the webpage.

In addition, you may view the operative complaint, Settlement Agreement, order granting preliminary approval and, if final approval is granted, the order granting final approval and judgment, on the Settlement Administrator's website at _____.

If you have any questions about the Settlement, you can contact Class Counsel, whose contact information is listed above in "CLASS COUNSEL" or the Settlement Administrator at:

[List claims administrator information].

You may seek the advice and guidance of your own attorney at your own expense.

Any deadline to submit an exclusion, object or dispute the workweeks will be extended by 10 days if you were re-mailed the notice. Whether the Noticed has been re-mailed or not will be indicated on the envelope.

***PLEASE DO NOT TELEPHONE OR CONTACT THE COURT FOR INFORMATION
REGARDING THIS SETTLEMENT.***

***IF YOU HAVE ANY QUESTIONS ABOUT THE SETTLEMENT OR ANYTHING IN THIS
NOTICE YOU CAN CONTACT THE CLAIMS ADMINISTRATOR AT _____. YOU MAY
ALSO CONTACT CLASS COUNSEL WHOSE INFORMATION IS LISTED ABOVE.
ALTERNATIVELY YOU CAN SEEK ADVICE FROM YOUR OWN COUNSEL AT YOUR OWN
EXPENSE.***

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Benitez vs. Medtronic USA Inc.

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE**

CASE NUMBER:
30-2019-01069185-CU-OE-CXC

I certify that I am not a party to this cause. I certify that the following document(s), Order Approving Amendment to the Settlement & Continuing the Final Approval Hearing dated 09/15/22, have been transmitted electronically by Orange County Superior Court at Santa Ana, CA. The transmission originated from Orange County Superior Court email address on September 16, 2022, at 11:26:04 AM PDT. The electronically transmitted document(s) is in accordance with rule 2.251 of the California Rules of Court, addressed as shown above. The list of electronically served recipients are listed below:

JAMES HAWKINS APLC
CHRISTINA@JAMESHAWKINSAPLC.COM

JAMES HAWKINS APLC
JAMES@JAMESHAWKINSAPLC.COM

JUSTICE LAW CORPORATION
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LITTLER MENDELSON, P.C.
JLANDRY@LITTLER.COM

Clerk of the Court, by:



, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE