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**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

**DECLARATION OF JAMES R. HAWKINS
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT**

Date: December 16, 2021

Time: 1:30 p.m.

Dept: CX-102

1 I, James Hawkins, declare as follows:

2 1. I am the principal of James Hawkins, APLC counsel of record for Plaintiffs Lan
3 Le and Mario Estrada-Peralta (“Plaintiffs”) and all other similarly situated and aggrieved
4 employees. I have personal knowledge of the facts set forth below, and if called to testify
5 regarding them, I could and would do so competently.

6 2. On May 26, 2020, Plaintiff Lan Le (“Le”) filed a class action complaint against
7 Defendants Medtronic, Inc. and Covidien, LP (“Defendants”) alleging all of the following claims:
8 (1) failure to provide meal periods; (2) failure to provide rest breaks; (3) failure to timely pay
9 final wages; (4) failure to furnish accurate wage statements; and (5) violation of Unfair
10 Competition Law.

11 3. On April 20, 2020, Le filed a Notice with the Labor and Workforce Development
12 Agency (“LWDA”) under Labor Code section 2699.3 alleging that Defendants violated
13 substantially similar provisions of the Labor Code and that he intended to bring action as a proxy
14 of the LWDA for civil penalties on behalf of himself and all others aggrieved. On September 23,
15 2020, Le filed a supplemental Notice with the LWDA under Labor Code section 2699.3.

16 4. After the LWDA declined to investigate on its own, on June 24, 2020, Le filed a
17 separate complaint in the California Superior Court, County of Orange Case No. 30-2020-
18 0144725-CU-OE-CXC for civil penalties under Labor Code Private Attorneys’ General Act of
19 2004, codified at Labor Code section 2698, et seq. (“PAGA”) for aggrieved employees defined
20 therein as non-exempt hourly employees and former employees of Defendants.

21 5. On December 10, 2022, Mario Estrada-Peralta (“Estrada-Peralta”) filed a Notice
22 with the LWDA under Labor Code section 2699.3 alleging that Defendants violated substantially
23 similar provisions of the Labor Code and that he intended to bring action as a proxy of the
24 LWDA for civil penalties on behalf of himself and all others aggrieved.

25 6. The matters were eventually consolidated in this action and, on January 4, 2021,
26 Plaintiffs filed the operative First Amended Consolidated Complaint.
27
28

1 7. Class Counsel engaged in extensive discovery, investigation, interviews and discussions
2 about the strengths and weaknesses of the claims and defenses.

3 8. Prior to the mediation, Class Counsel engaged in extensive formal and informal discovery
4 including multiple PMQ depositions, multiple sets of written discovery, and producing Plaintiffs
5 for deposition, investigation, and discussions about the strengths and weaknesses of the claims
6 and defenses of both Actions, including a sampling of over twenty percent of time and payroll
7 records for non-exempt employees of Defendants; hire dates, dates of separation of employment,
8 and rate of pay for all putative class members from 2015 through mediation; a thorough review of
9 Defendants' written wage-and-hour policies provided to putative class members, including
10 without limitation, employee handbooks; purported written meal period waivers in place; among
11 other things. Class Counsel also researched the law and investigated the correlative facts
12 regarding Plaintiffs' alleged claims and potential defenses thereto, as well as the potential
13 damages and penalties claimed by Plaintiffs.

14 9. I am informed and believe the Parties engaged in good faith, arm's-length negotiations
15 concerning possible resolution of both the Class Actions and the PAGA Actions. Specifically, on
16 July 13, 2021, Plaintiffs and Defendants, through counsel, participated in a lengthy mediation
17 before mediator Lisa Klerman. The parties did not reach a resolution at mediation, but with the
18 aid of the mediator, the Parties continued to engage in negotiations before agreeing upon the
19 principal terms of a global settlement.

20 10. During mediation, Defendants denied, and continue to deny, each of the allegations
21 asserted in the actions, have repeatedly asserted and continue to assert defenses to Plaintiffs'
22 claims and contentions, and expressly denied and continue to deny that they engaged in any
23 wrongdoing or have any liability arising out of any of the facts or conduct alleged in the actions.
24 Nevertheless, the Parties concluded, after considering the sharply disputed factual and legal issues
25 involved in this litigation, the risks associated with further prosecution, the substantial benefits to
26 be received pursuant to a compromise and settlement of the litigation and agreed upon the
27 principal terms of a global settlement of all pending actions pursuant to the Mediator's proposal.
28

1 Thereafter, the Parties engaged in extensive, arms-length negotiations and reached an agreement
2 on the full terms of a settlement of all the actions in accordance with the Settlement Agreement
3 that is now presented to this Court.

4 11. Here, the Settlement was reached after extensive discovery and investigation including the
5 depositions of each the four Plaintiffs and nine depositions of Defendants' persons most
6 knowledgeable, written discovery, motions to intervene and consolidate, discovery motions,
7 interviews with Class Members, an exchange of time and payroll records for putative class
8 members, preparation of damages analyses, mediation with an experienced complex labor and
9 employment mediator, and extensive discussions and negotiation between counsel. The
10 Settlement that has been reached, subject to this Court's approval, is the product of tremendous
11 effort and a great deal of expense by the Parties and their counsel. The settlement amount is, of
12 course, a compromise figure. However, counsel for the Parties are satisfied that this figure is
13 reasonable in light of the risks and expense of continued litigation, including without limitation,
14 Defendant's argument that Plaintiffs cannot demonstrate that Medtronic and Covidien jointly
15 employed the Class Members, supplied by staffing agencies.

16 **The Proposed Settlement**

17 12. Subject to Court approval pursuant to Code of Civil Procedure section 382 and
18 California Rules of Court, rule 3.679, *et seq.*, Plaintiffs and Defendants have agreed to settle
19 the litigation by agreement upon the terms and conditions and for the consideration set forth
20 in the Settlement Agreement. A summary of the terms of the settlement are as follows:
21

- 22 • Defendants will stipulate, for the purpose of this settlement only, to
23 certification of a class defined as: all current and former non-exempt employees
24 of Defendants, either direct or workers placed through a staffing agency, who
25 worked for Defendants in the State of California from October 21, 2015
26 through September 15, 2021, other than those who opt-out.
- 27 • Defendants shall pay \$7,000,000.00 which is referred to herein as the "Gross
28 Settlement Amount" or "GSA".

- The “Net Settlement Amount” or “NSA” is the amount remaining after deducting the amounts awarded to Class Counsel for attorneys’ fees and costs, the enhancement award to Plaintiffs, the payment to the LWDA, and the Settlement Administrator’s costs. The Net Settlement Amount is estimated to be approximately \$4,206,667.00.
- The Settlement Administration costs, not to exceed \$45,000.00, will be paid out of the Gross Settlement Amount;
- Class Counsel will apply for, and Defendants will not oppose, attorneys’ fees of \$2,333,333, which represents one-third of the Gross Settlement Amount, and actual costs incurred up to \$55,000, all of which will be paid out of the Gross Settlement Amount;
- Class Counsel will apply for, and Defendants will not oppose, an enhancement award of \$10,000.00 for each Plaintiff (\$40,000 total), which will be paid out of the Gross Settlement Amount;
- The Parties agreed that \$500,000.00 of the Gross Settlement Amount will be paid as PAGA penalties, 75% (\$375,000.00) of which will be paid to the LWDA out of the Gross Settlement Amount, and 25% (\$125,000.00) of which will be distributed to the PAGA Members;
- The Settlement Payments to Participating Class Members will be allocated 20% to taxable wages and 80% to non-taxable penalties and interest.
- Defendants will pay the employer’s share of any payroll taxes separate and apart from the Gross Settlement Amount.
- Participating Class Members will have 120 days from the date of issuance of the check to cash their check. For any check not cashed, the Settlement Administrator will pay over the amount represented by the check to the State Controller, with the identity of the Participating Class Member to whom the

1 funds belong, to be held for the Participating Class Member per California
2 Unclaimed Property Law.¹

3 13. The release is fairly tailored to the claims that were asserted or could have been
4 asserted in the lawsuit based on the facts alleged in the First Amended Consolidated Class Action
5 and Representative Action Complaint filed on January 4, 2021. The Settlement Agreement and
6 Class Notice contain a comprehensive description of the “Settled Claims” and “Settled PAGA
7 Claims” and generally provides an adequate level of protection against future claims. In
8 addition, only Plaintiffs are required to provide a Civil Code § 1542 waiver, not the Class
9 Members.

10 14. The allocation of Settlement Payments as 20% taxable wages and 80% non-
11 taxable penalties and interests is consistent with Class Counsel’s analysis of the underlying
12 claims when comparing the reasonable value of the unpaid wage and premiums claims against
13 the reasonable value of the wage statement, waiting time penalty, and PAGA penalties claims.

14 15. The Settlement was reached after extensive discovery and investigation including
15 the depositions of each the four Plaintiffs and nine depositions of Defendants’ persons most
16 knowledgeable, motions to intervene and consolidate, discovery motions, interviews with Class
17 Members, an exchange of time and payroll records for putative class members, preparation of
18 damages analyses, mediation with an experienced complex labor and employment mediator Lisa
19 Klerman, and extensive discussions and negotiation between counsel. The Settlement that has
20 been reached, subject to this Court’s approval, is the product of tremendous effort and a great
21 deal of expense by the Parties and their counsel. The settlement amount is, of course, a
22 compromise figure. However, counsel for the Parties are satisfied that this figure is reasonable
23 in light of the risks and expense of continued litigation, including without limitation, Defendant’s
24

25
26
27 ¹ If the uncashed funds are not able to be distributed to the State Controller Unclaimed Property
28 Fund and if a *cy pres* fund is required, subject to Court instruction, any amounts remining from
uncashed checks shall be paid to Legal Aid at Work.

1 argument that Plaintiffs cannot demonstrate that Medtronic and Covidien jointly employed the
2 Class Members.

3 **Settlement Agreement and Accompanying Documents**

4 16. Attached hereto as **Exhibit 1** is a true and correct copy of the Settlement Agreement
5 fully executed by the Parties.

6 17. Attached to the Settlement Agreement as **Exhibit A** is the proposed Class Notice
7 to be distributed to Class Members in English, Spanish, and Vietnamese.

8 18. Attached to the Settlement Agreement as **Exhibit B** is the proposed “Opt-Out
9 Request” to request exclusion from the Settlement.

10 19. Attached to the Settlement Agreement as **Exhibit C²** is the proposed Order Re
11 Preliminary Approval of Class Action Settlement.

12 20. Attached to the Settlement Agreement as **Exhibit D** is the proposed Order Re Final
13 Approval of Class Action Settlement.

14 21. The Parties have agreed to use Phoenix to administer the Settlement. The Parties
15 agreed that the administration costs will be paid out of the Gross Settlement Amount.

16 22. On or about October 23, 2021, Class Counsel submitted a copy of the Settlement
17 Agreement to the California Labor and Workforce Development Agency (“LWDA”) in
18 compliance with Labor Code section 2699, subdivision (1)(2) on behalf of Plaintiffs Lan Le and
19 Mario Estrada-Peralta. A true and correct copy of the confirmation from the LWDA in connection
20 with Plaintiffs’ submission is attached hereto as **Exhibit 2**.

21 **The Settlement Was Negotiated at Arms-Length and Is Not Collusive**

22 23. The Settlement that has been reached, subject to this Court’s approval, is the
23 product of substantial effort by the Parties and their counsel. The settlement was reached after
24 extensive factual and legal investigation and research, more than a dozen depositions of the Parties,
25 interviews with Class Members, substantial written discovery, exchanges of documents and
26

27 _____
28 ² A revised copy of Exhibit C (Proposed Order Granting Preliminary Approval) is being
submitted separately with Plaintiffs’ motion.

1 information, review of Defendants' employment policies, correspondence and negotiation
2 between counsel, an analysis of Defendants' time and payroll records putative class members, a
3 full-day mediation, followed by extensive negotiation after mediation to finalize the terms and
4 conditions of the general settlement parameters, evidence and rulings in similar actions litigated
5 elsewhere in the state, and a review of similar cases in the same industry elsewhere in the country.
6 The settlement amount is, of course, a compromise figure. It considered the risks related to
7 liability, damages, and all the defenses asserted by Defendants.

8 24. Plaintiffs assert that the wage and hour claims and the claims for resulting penalties
9 would be certified. For example, Plaintiffs allege that they were not compensated for time spent
10 during compulsory shuttle travel time, security checkpoints, and donning and doffing their gowns,
11 that Defendants also failed to include non-discretionary bonuses and other incentives in the regular
12 rate of pay for purposes of overtime in violation of *Alvarado v. Dart Container Corporation of*
13 *California* (2018) 4 Cal. 5th 542, 573, and that Defendants failed to provide lawful meal and rest
14 breaks as a result of the time spent donning and doffing their gowns and requiring that employees
15 remain on premises during breaks. On the other hand, Defendants argued that Plaintiffs could not
16 meet the requirements of class certification or establish that the PAGA claims were manageable,
17 as they claim that they maintained facially compliant meal and rest break policies; that employees
18 were trained and reminded of the need to take them; that they were not obligated to police meal
19 breaks and ensure no work thereafter was performed (*Brinker Restaurant Corp. v. Superior Court*
20 (2012) 53 Cal.4th 1004, 1040); that they paid for all time donning and doffing and that such time
21 did not count against the time when employees took meal and rest breaks; that there was no
22 compulsory use of any shuttle and in fact one of the named Plaintiffs testified to that, and that there
23 were no security checks; that any wage discrepancies are not the product of an overarching policy
24 that was uniformly applied; that Defendants did not fail to include bonus pay in the calculation of
25 overtime; that any bonus pay that was not included was discretionary; and that putative class
26 members were provided all tools and equipment necessary to perform their job duties for
27 Defendants and therefore there were no expenses to be reimbursed. Defendants further contend
28

1 that class certification would not be warranted because individual liability issues predominate any
2 class allegations.

3 25. While Plaintiffs believe in their chances of success of certifying the claims if
4 permitted, Plaintiffs recognized the potential risk, expense, and complexity posed by litigation on
5 a class basis. Continuing to litigate Plaintiffs' claims that involve numerous Class Members during
6 the Class Period working with Defendants would require substantial preparation and discovery
7 and ultimately would involve the deposition and presentation of numerous more Class Member
8 and expert witnesses, as well as the consideration, preparation, and analysis of expert reports.
9 Therefore, further class litigation, if permitted, would have carried with it significant additional
10 expense incurred by each side (above and beyond the tens of thousands of dollars of expenses
11 already incurred).

12 26. Again, Plaintiffs and Defendants have very strong positions on liability in this case.
13 Defendants deny wrongdoing of any kind associated with the claims alleged in the action, and
14 further deny that, for any purpose other than that of settling this lawsuit, the matters are appropriate
15 for class treatment. In light of the sharply contested legal and factual issues, the risks of continued
16 litigation, and substantial benefits to Class Members under the Settlement, the terms and conditions
17 of this class settlement are fair and reasonable to all sides.

18
19 **The Settlement Amount is Well Within the Range of Reasonableness**

20 27. I am informed and believe that the settlement amount reached in this case provides
21 significant recovery to participating class members, based on the circumstances, falls within the
22 range of reasonableness.

23 **Recovery of Damages for Unpaid Overtime**

24 28. Plaintiffs argued that Defendants' failure to include incentive pay and/or bonuses
25 in the regular rate of pay for the purpose of calculating the overtime rate of pay resulted in the
26 failure to pay overtime wages.

27 29. From the records provided, and based on Defendants' representation, Plaintiffs
28 understood the average rate of pay for non-exempt employees throughout the Class Period to be

1 approximately \$20.13 per hour. Defendants further provided Plaintiffs with information for
2 106,739 workweeks for 846 putative class members in the Class Period, which was extrapolated
3 to 526,876 workweeks for 6,855 putative class members through September 2021. When the
4 overtime rate was recalculated to include 1.5x the regular rate that included the bonus payments
5 in the regular rate pursuant to the method endorsed by the California Supreme Court in *Alvarado*
6 *v. Dart Container Corp. of California* (2018) 4 Cal.5th 542, it was found that there was a
7 \$123,319 underpayment of overtime wages. When extrapolated to the Class Members directly
8 hired by Defendants who received bonuses, Plaintiffs calculated the underpayment due to the
9 failure to include nondiscretionary bonuses into the regular rate of pay amounted to \$531,146.

10 30. However, Defendants argued that to the extent overtime was not paid on a bonus
11 it was because it was discretionary. Defendants point to their Medtronic Incentive Plan to further
12 explain that the bonus was paid as a percentage of eligible compensation, meaning that overtime
13 was paid to the extent it was owed. In sum, based on these facts, Defendants contend that no
14 monies are owed for any alleged failure to include incentive pay and/or bonuses in the regular
15 rate of pay for the purpose of calculating the overtime rate of pay. As such, Plaintiffs are
16 informed and believe it reasonable, when taking into account Defendants' defenses, and other
17 attendant risks, to calculate the relief that could reasonably be expected to be rewarded at trial
18 to be \$204,491 (\$408,982 x. .5).

20 Recovery of Damages for Unpaid Wages

21 31. Plaintiffs' theory that Defendants failed to pay all wages owed to Class Members
22 was based on the security practices employed by Defendants that required Class Members who
23 worked "first shift" to park their vehicles in an employee parking lot and walk to the designated
24 pick up area and wait for the shuttle to arrive and transport them to the facility In addition, Class
25 Members were forced to shorten their meal breaks to ensure that they would have adequate time
26 to clock in from their meal breaks.

27 32. Plaintiffs contend that Defendants failed to pay Class Members for all minutes
28 worked. Specifically, due to the requirement that Class Members were compelled to travel on

1 Defendants' shuttles, were required to wait in line each shift to clock in, and compelled to return
2 from their meal breaks early to ensure they were back to their workstations in time, Plaintiffs
3 contended that they and other Class Members had to work off-the-clock to maintain their
4 employment. Plaintiffs allege that Class Members as well as themselves were compelled to work
5 off the clock in order to comply with Defendants' attendance and punctuality policy. Plaintiffs
6 hold that this practice resulted in Class Members not being compensated for all the hours they
7 were subject to Defendants' control, or suffered or permitted to work by Defendants.

8 33. Plaintiffs' narrative testimony lends itself to a reasonable estimate of 5 minutes
9 of unpaid work per shift in connection with this off-the-clock work. The time and pay records
10 analyzed by Plaintiffs lead to the reasonable belief that there were approximately 2,007,960
11 shifts worked by Class Members at the average hourly rate of \$20.13 during the Class Period.
12 Thus, a reasonable calculation of Defendants' exposure for failing to pay for all hours worked is
13 \$3,354,879 (2,007,960 shifts x .083 hours x \$20.13/hr.) with an equal amount in liquidated
14 damages.

15 34. Defendants argue that time was accurately tracked, that they paid for all time
16 worked, and employ a policy forbidding off-the-clock work. Defendants further maintain that
17 each of the named Plaintiffs admitted that there was no security checks and did not testify to any
18 compulsory travel. Rather, at one time at one location, a courtesy shuttle was provided that
19 employees could voluntary use. Moreover, Defendants assert that Plaintiff cannot certify a class
20 for unpaid wages and that any trial for such a claim would be unmanageable as they require
21 individualized inquiries into who violated the off-the-clock policy, which is complicated by the
22 fact that Defendants employed various Class Members in numerous locations who worked
23 different shifts performing different functions. Defendants also contend that employees were
24 not subject to employer control until after clocking in, and that to the extent employees chose to
25 park in certain lots or take shuttles, this was a matter of personal choice and did not constitute
26 compensable time. Thus, Defendants contend that no monies are owed on this account but adds
27 that even if that were the case, estimation of five minutes of unpaid time for every shift worked
28

1 for every employee is excessive. As such, Plaintiffs are informed and believe it reasonable, when
2 taking into account Defendants' defenses, and other attendant risks, to calculate the relief that
3 could reasonably be expected to be rewarded at trial to be \$1,677,439 ($\$3,354,879 \times .5$).

4 **Recovery of Damages for Non-Compliant Meal Periods**

5 35. While Defendants maintained apparently facially compliant meal period policies,
6 Plaintiffs testified that they and other Class Members often did not receive compliant meal
7 periods because they were required to wait in line to gown/de-gown, don and doff other PPE,
8 wash their hands, and walk through the controlled access doors. Defendants did not account for
9 this time when scheduling meal periods and demanding strict compliance with their policies
10 regarding time away from workstations. Moreover, Plaintiffs testified that Defendants held
11 meetings during meal periods. Recognizing the difficulty in certifying a class action for
12 employees who had their meal periods shortened due to donning and doffing or interrupted,
13 Plaintiffs calculated damages only for those documented as missed, late, or not taken after the
14 sixth or tenth hour. In that regard, Plaintiffs extrapolated that there were an estimated 234,719
15 short meal periods, 369,785 late meal periods, 23,757 shifts between five and six hours with no
16 meal taken, 48,283 shifts above six hours with no meal taken, 90,004 shifts above ten hours with
17 no meal taken, and 5,649 shifts above hours with no meal taken, for a total of 605,324 unique
18 (one per shift) meal violations with only an estimated 34,355 meal period premium payments
19 made. Thus, Plaintiffs calculated net unpaid meal periods to total \$10,512,363 ((605,324 unique
20 violations $\times$ \$20.13 /hr.) - \$1,672,809 meal premium payments)).

22 36. In response, Defendants argued that they had and have a compliant meal period
23 policy, thus necessitating an individual inquiry into why any meal periods were taken late, were
24 short, or, in very few instances, were not provided. Moreover, Defendants defend that in the
25 rare occasion that a meal period was not compliant, Defendants provided meal period premium
26 pay, in accordance with their policy. Indeed, Defendants paid an estimated 44,606 meal premium
27 payments, totaling approximately \$1,672,809. Defendants argued that they properly calculated
28 premium pay according to an employee's base hourly rate under section 226.7(c) based on the

1 Court of Appeal's decision in *Ferra v. Loews Hollywood Hotel, LLC* (2019) 40 Cal.App.5th
2 1239³. Defendants further point out that the vast majority of Class Members signed written meal
3 period waivers, and therefore the violations that Plaintiffs contend to exist for shifts between
4 five and six hours or ten and twelve hours are meal periods that Class Members may legally
5 waive. As such, Plaintiffs are informed and believe it reasonable, when taking into account
6 Defendants' defenses, and other attendant risks, to calculate the relief that could reasonably be
7 expected to be rewarded at trial to be \$2,089,125 (186,882 shifts with no meal taken x \$20.13) -
8 \$1,672,809 meal premium payments).

9 **Recovery of Damages for Non-Compliant Rest Periods**

10 37. Plaintiffs assert that they and other Class Members did not always receive
11 compliant rest breaks because they were not permitted to leave the production line without first
12 being relieved of all duty, the production schedules did not provide for rest periods, and, like
13 meal periods, Class Members were required to wait in line to gown/de-gown, don and doff other
14 PPE, wash their hands, and walk through the controlled access doors which caused them to take
15 less than a net 10-minute rest period. Defendants did not account for this time when scheduling
16 rest periods. Plaintiffs asserted that as to all non-exempt employees (including those that were
17 not involved in production operations), Defendants enforced scheduling and staffing practices
18 that effectively failed to authorize and permit all rest periods. The sampling provided by
19 Defendants reveal that there were 522,573 shifts above 3.5 hours in length, which Plaintiff
20 extrapolates to be 1,986,712 in the Class Period. Assuming a 100% violation rate, Plaintiffs
21 calculate Defendants' maximum exposure for rest break recovery amounts to \$39,992,512.
22 (1,986,712 shifts x \$20.13/hr.)
23

24 _____
25 ³ At the time of mediation, the California Supreme Court was considering whether the Legislature
26 intended "regular rate of compensation" under section 226.7(c) to have the same meaning as
27 "regular rate of pay" under section 510(a), such that the calculation of premium pay for
28 noncompliant meal or rest periods, like the calculation of overtime pay, must account for not only
hourly wages but also other nondiscretionary payments. Performed. *Ferra v. Loews Hollywood
Hotel, LLC* (2021) 11 Cal.5th 858.

1 38. Defendants defend that they have compliant rest period policies, that putative
2 class members always took their rest breaks, were trained and reminded to take them, and that
3 individual issues predominate as to why rest periods were not taken (if not taken). Moreover,
4 Defendants maintain that at all relevant times Defendants had posted the applicable Wage Order
5 and putative class members were trained on Defendants' rest break policies, including, among
6 other things, the requirement for employees to notify Defendants of any policy violations.
7 Defendants further defended that, as a matter of policy, Defendants authorized and permitted 15
8 minutes for rest periods to provide for the time spent donning and doffing and that Defendants
9 actually scheduled rest periods for employees. In sum, Defendants hold that the inquiry is not
10 properly amenable to class certification, cannot give rise to a manageable trial, and, anyway, an
11 estimate of a 100% violation rate is excessive.

12 39. Plaintiffs recognize Defendants' arguments that Class Members were authorized
13 and permitted to take rest periods and that the debatably facially compliant policy and practices
14 may present hurdles when moving to certify a class and demonstrating manageability. Thus,
15 Plaintiffs believe that a twenty-five percent violation rate for this claim is reasonable. As such,
16 Plaintiffs are informed and believe it reasonable, when taking into account Defendants' defenses,
17 the hurdles of certification, and other attendant risks, to calculate the relief that could reasonably
18 be expected to be rewarded at trial to be \$9,998,128 (\$39,992,512 x .25).

20 **Recovery of Business-Related Expenses**

21 40. Plaintiffs contend that they were required to incur expenses in the furtherance of
22 their work duties for Defendants including cell phone usage. Plaintiffs argued that they and
23 other Class Members should have been reimbursed for these expenses but were not trained how
24 to request reimbursement training and were not reimbursed in violation of Labor Code section
25 2802.

26 41. Defendants defend that they have a policy and procedure for requesting
27 reimbursement and that they reimbursed all necessary expenses. They also state that there is no
28 evidence that Plaintiffs incurred any expenses for cell phones, that they did not need their cell

1 phone to perform their manufacturing work and failed to submit any requests for reimbursement
2 or that their supervisors were aware of them incurring any kind of expense.

3 42. In light of the hurdles of certification, difficulty of demonstrating common proof,
4 and other potential hurdles to presenting a manageable trial, Plaintiffs did not attribute any
5 meaningful amount of damages to this claim at mediation.

6 **Wage Statement Violations**

7 43. Plaintiffs contend that Class Members are entitled to recover penalties for
8 Defendants' alleged failure to issue compliant wage statements under Labor Code section 226,
9 subdivision (e) for the derivative impact of the failure to pay all wages owed in connection with
10 alleged unpaid wages, failure to pay meal period premiums, and failure to pay rest period
11 premiums. In addition, Plaintiffs assert that Defendants used incorrect rates for premiums paid,
12 omitted total hours worked, time off balances, and incorrectly identified Medtronic as the Class
13 Members' employer. A non-exempt employee suffering injury as a result of a knowing and
14 intentional failure by an employer to comply with Labor Code section 226, subdivision (a) is
15 entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period
16 in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
17 subsequent pay period, with a maximum aggregate penalty of four thousand dollars (\$4,000).
18 This claim commands a one-year statute of limitations period, which would significantly limit
19 this claim.
20

21 44. Per information provided by Defendants, Plaintiffs believe there were 1,943 Class
22 Members who worked 108,224 pay periods during the relevant time period. Thus, if a
23 calculation is performed using the maximum exposure permitted per Class Member under Labor
24 Code section 226, this amounts to a maximum exposure for Defendants of \$10,608,000 (108,224
25 pay periods x \$50 for each initial pay period and \$100 for each subsequent pay period).

26 45. Furthermore, Defendants contend that their wage statements issued to the
27 employees fully complied with Labor Code section 226, and that they are not responsible for the
28 wage statements issued to contingent workers. Defendants state that because they believe no

wages are unpaid that, thus, there can be no derivative penalties. They further defend that even if there were derivative penalties, that there were minimal instances during the statutory period where an employee earned a bonus and worked overtime in the same pay period, thus, there is nominal hypothetical liability. Defendants further contend that because Plaintiffs’ underlying claim for additional wages fail, Plaintiffs suffered no injury and cannot recover for inaccurate wage statements, citing *Serrano v. Aerotek, Inc.* (2018) 21 Cal. App. 5th 773 [*Serrano*]. In that case, the Court noted that “the derivative claims ‘rise or fall based on the [Labor Code] claim.” (Id. At 785.) They further cite *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal.App.5th 444 [*Naranjo*] for the proposition that no derivative wage statement violation exists for failure to pay for meal and rest period premiums. Plaintiffs note that the ruling in *Naranjo* is pending review by the California Supreme Court. Defendants further cite *Magadia v. Wal-Mart Assocs.* (9th Cir. 2021) 999 F.3d 668, 681 for the proposition that Labor Code section 226 does not require the employer to list the hourly rates of the overtime adjustments on the employee’s wage statements.

46. However, Plaintiffs understand the risks inherent in this claim should the underlying claims not be certified or not succeed on the merits and the potential that a Court finds no injury occurred. Thus, Plaintiffs believe that a violation rate of ten percent for this claim is reasonable. As such, Plaintiffs are informed and believe it reasonable, when taking into account Defendants' defenses, and other attendant risks, to calculate the relief that could reasonably be expected to be rewarded at trial to be \$985,050 ((10,822 pay periods x \$50 for each initial pay period and \$100 for each subsequent pay period) x .1.)

Waiting Time Penalties

47. Pursuant to Labor Code sections 201, 202 and 203, each employee in the relevant statutory period (i.e., three years before the filing of the initial Complaint) is entitled to 30 days' worth of wages as a waiting time penalty for not being paid all wages upon the separation of employment. Plaintiffs allege that penalties are owed under Labor Code section 203 due to, at a minimum, Defendants' failure to pay wages for all hours worked and failure to pay premium

1 wages.

2 48. Plaintiffs understand from information provided by Defendants that there were
3 approximately 985 separated employees during the statutory period. A 100% violation rate for
4 the approximately 985 former employees, using the average rate of pay of \$20.13, amounts to a
5 maximum exposure of \$4,758,732 for waiting time penalties. (\$20.13/hr x 8 hrs/day x 30 days
6 x 985 Class Members.)

7 49. Defendants once again defend that no unpaid wages are owed as Defendants did
8 not fail to pay for all hours worked. Defendants further defend that no waiting time penalties
9 are owed for unpaid premium pay per *Naranjo* and that, anyhow, all premium pay was paid.
10 Defendants further contend that their actions were not willful as required for penalties to issue
11 and that, thus, waiting time penalties cannot be awarded. Defendants further contend that they
12 cannot be responsible for any alleged waiting time penalties owed to contingent workers.
13 Plaintiffs believe that the decision in *Naranjo* will be reversed by the California Supreme Court
14 and that they will succeed on their claims for failure to pay wages. However, it still must
15 acknowledge the risks involved that *Naranjo* is upheld, a failure to certify the unpaid wages
16 claim, and a finding that their actions were not willful, among other things. Thus, Plaintiffs
17 believe that a violation rate of ten percent for this claim is reasonable. As such, Plaintiffs are
18 informed and believe it reasonable, when taking into account Defendants' defenses, and other
19 attendant risks, to calculate the relief that could reasonably be expected to be rewarded at trial
20 to be \$475,873. (\$20.13/hr x 8 hrs/day x 30 days x 985 Class Members x .1.)

21 **PAGA Penalties**

22
23 50. Plaintiffs calculate from the time and payroll data provided that there were
24 approximately 134,410 pay periods in the relevant time period (i.e., May 10, 2018 to September
25 15, 2021), which amounts to 1 year before providing notice to the LWDA through the end of the
26 Class Period). Plaintiffs' allegations under PAGA are substantially similar to those brought in
27 the Class Action (i.e., failure to pay wages, failure to provide meal and rest periods, wage
28 statement violations, waiting time penalties and failure to reimburse).

1 51. Per PAGA, for the first pay period, the PAGA penalty is \$100 and for each
2 subsequent pay period, the PAGA penalty is \$200 per pay period. Plaintiffs contend that there
3 are at least seven PAGA violations amounting to a potential exposure of \$107,528,000,
4 calculated conservatively using the initial \$100 penalty (\$100/pay period x 134,410 pay periods
5 x 8 violations).

6 52. Defendants, however, believe that no PAGA penalties are likely to be awarded
7 and, even if they were, the maximum exposure calculated by Plaintiffs' Counsel is vastly
8 overstated.

9 53. Defendants further contend that for several PAGA claims that the time period
10 only relates back to June 24, 2019 based on the Court's ruling regarding Plaintiff Benitez's
11 PAGA lawsuit. Defendants further defend that PAGA penalties cannot and should not be stacked
12 and that, even if they could, very few Courts have ever exercised discretion to stack them.

13 54. Defendants also contend that only a \$100 per pay period penalty amount is
14 appropriate. Specifically, they contend that until "notified that it is violating a Labor Code
15 provision ... the employer cannot be presumed to be aware that its continuing underpayment of
16 employees is a "violation" subject to penalties." (*Amaral v. Cintas Corp. No. 2 [Amaral]* (2008)
17 163 Cal. App. 4th 1157, 1209.) Thus, Defendants contend that subsequent violations in the
18 PAGA context means not just later in time but following notice to the employer that it is in
19 violation of the Labor Code. (*Patel v. Nike Retail Servs., Inc.* (N.D. Cal. 2014) 58 F.Supp.3d
20 1032, 1042; accord *Amaral*, 163 Cal. App. 4th at 1209 [only "after the employer has learned its
21 conduct violates the Labor Code, the employer is on notice that any future violations will be
22 punished ... at twice the rate of penalties ... that were imposed for the initial violation"].)

23 55. Third, Defendants deny that a violation for each pay period can be established.
24 Defendants state that because the PAGA Action heavily relies on the same allegations made in
25 the Class Action, they are subject to the same defenses.

26 56. Thus, for the same reason Defendants believe there will be no damages collectible
27 in the class action, no PAGA penalties would be awarded, either.
28

57. Fourth, Defendants assert that individualized issues predominate the PAGA claims, making the claims unmanageable for trial (despite Plaintiffs' contentions that there is no manageability requirement for trial).

58. Finally, Defendants point out that there is no conduct shown by Plaintiffs that would demonstrate any Labor Code violations by Defendants are knowing and intentional such that PAGA penalties would be justified. Defendants contend that an award of PAGA penalties in addition to class action damages is discretionary, and thus insist a Court is unlikely to exercise its discretion to award any PAGA penalties in this Action where class action damages are available to Class Members. Defendants further contend that such an award of PAGA penalties in addition to class action damages would constitute an unjust, arbitrary, oppressive or confiscatory double recovery.

59. While Plaintiffs believe that it is possible to recover the subsequent violation rate for penalties and that stacking is permissible, Plaintiffs also understand the risks inherent should the Court not exercise its discretion to grant any PAGA penalties, in addition to potential issues on the merits, trial manageability, and the possibility that the Court does not use permit stacking of penalties or permit the use of the subsequent violation rate when providing penalties. As such, Plaintiff believes a 95% discount of this Claim to be reasonable.

60. As such, Plaintiff is informed and believes it reasonable, when taking into account Defendants' defenses, and other attendant risks, to calculate the relief that could reasonably be expected to be rewarded at trial to be \$5,376,400 ($\$100/\text{pay period} \times 134,410 \text{ pay periods} \times 8 \text{ violations} \times .05$.)

Conclusion

61. When including derivative penalties, such as waiting time penalties, wage statement violations, and discretionary PAGA penalties and making assumptions in Plaintiffs' favor, Plaintiffs view Defendants' reasonable exposure in this matter as \$20,806,506. In all, Plaintiffs' counsel obtained a Gross Settlement Amount of \$7,000,000.00. Class Counsel considers this to be, under these limited circumstances, a fair, reasonable and adequate settlement

1 for Class Members when considering all issues and risks related to liability, the hurdles to class
2 certification, the purported arbitration agreement signed by virtually all putative class members,
3 the issues with manageability at trial, the manner in which the availability of wage statement
4 violations and waiting time penalties have been put at risk by the cases of *Serrano* and *Naranjo*,
5 the discretionary nature of PAGA penalties, and considering the case law regarding fair,
6 reasonable, and adequate settlements. (*See, e.g., Officers for Justice v. Civil Service Comm'n*, (9th
7 Cir. 1992) 688 F.2d 615, 628 [(“it is well-settled law that a cash settlement amounting to only a
8 fraction of the potential recovery does not ... render the settlement inadequate or unfair”)].)

9 **THE PROPOSED ATTORNEYS’ FEES AND COSTS ARE REASONABLE**

10 62. Class Counsel seeks an attorneys’ fees award of \$2,333,333.33 which is one third
11 (33-1/3%) of the Gross Settlement Amount, and actual costs. The requested fee falls well within
12 the historical range of attorneys’ fee awards under the common fund theory, which is generally
13 from 25% to 50%.

14 63. The requested fee is fair compensation for undertaking complex, risky, expensive,
15 and time-consuming litigation on a contingent fee basis. Indeed, this case was litigated over years
16 with much conflict between counsel and in various forums, as a result of filing five separate
17 actions; it required motion practice regarding intervention and consolidation; substantial discovery
18 was done including a dozen depositions of the Parties; extensive investigation was done with the
19 help of Plaintiffs and consultants of time and payroll records; and months of the exchange between
20 opposing counsel of differing views regarding the certifiability of Plaintiffs’ claims, and the merits
21 of Plaintiffs’ actions.

22 64. Moreover, significant expense was expended, including filing fees related to the
23 various actions, deposition fees for nine person most knowledgeable depositions; the utilization of
24 forensic consultants to help analyze time and payroll records, as well as to attend a mediation to
25 try to resolve the Class Action and the PAGA action, among other things.

26 65. Thus, the Court should preliminarily approve the requested attorneys’ fees and
27 costs, which are justified by the results achieved, the complexity of the issues, the difficulty of the
28

1 case, and the great risk undertaken by Class Counsel. The requested attorneys' fees will not be
2 opposed by Defendants and are well within established guidelines.

3 **THE REQUESTED ENHANCEMENT AWARD TO THE NAMED PLAINTIFFS AND**
4 **CLASS REPRESENTATIVES IS REASONABLE**

5 66. Plaintiffs, who served as a named Plaintiffs on separate respective actions, are
6 entitled to an enhancement award for their service as a class representative, being deposed by
7 Defendants' counsel, for answering extensive questions by Class Counsel, being available by
8 phone during mediation, the risk in being the named plaintiff, not to mention that Plaintiffs will be
9 providing Defendants a general release of all claims in exchange for the enhancement award.

10 67. Defendants do not oppose the requested enhancement to Plaintiffs.

11 68. Class Counsel can attest that Plaintiffs devoted a great deal of time assisting
12 Plaintiffs' counsel in this case, participating in their depositions, communicated with counsel very
13 frequently, and was a very valuable participant in the strategy for and success in obtaining a
14 resolution of the multiple actions. Plaintiffs risked intrusive discovery and the payment of
15 employer costs. In the experience of Class Counsel, the typical enhancement award in wage and
16 hour class actions ranges from approximately \$2,500 to \$40,000, although some awards are higher.
17 Class Counsel seeks a modest enhancement of \$10,000.00 to the Plaintiffs for their services.

18 **CONDITIONAL CERTIFICATION FOR SETTLEMENT PURPOSES**

19 69. **Numerosity** - Defendants identified potential class members from the class list
20 provided by Defendants to Plaintiffs and which Defendants have also agreed to provide to the
21 Claims Administrator with all identifying information. The information provided by Defendants
22 indicate that there are 6,855 putative class members. This number far exceeds the minimum
23 number of individuals required to meet the numerosity requirement.

24 70. **Commonality** - In this litigation, common issues, without limitation, include
25 whether Defendants violated applicable wage and hour laws, *i.e.*, failed to pay their non-exempt
26 employees overtime as a result of failure to include bonus pay into the overtime rate of pay, to
27 provide compliant meal or rest breaks or compensation at one additional hour at the regular rate of
28

1 pay in lieu thereof, failure to provide accurate wage statements, failure to provide all wages upon
2 termination or within 72 hours after resignation, and failure to reimburse for business expenses.
3 Because there are common issues, this requirement is satisfied for purposes of settlement.

4 71. **Typicality** - In this case, Plaintiffs' claims are precisely the same as those of the
5 class they seek to represent: like other members of the Class, they were employed by Defendants
6 during the relevant time period as non-exempt employees, and Defendants' wage policies were
7 uniformly applied to their non-exempt employees.

8 72. **Adequacy of Representation** - No conflicts, disabling or otherwise, exist between
9 the Class Representatives and Class Members because the Plaintiffs have allegedly been damaged
10 by the same alleged conduct (*i.e.*, they were classified as a non-exempt employee, not paid
11 premium pay, etc.) and thus have the incentive to fairly represent all Class Members' claims to
12 achieve the maximum possible recovery.

13 73. Class Counsel are experienced class action attorneys, have been appointed as class
14 counsel in other class actions, and have a successful track record in litigating class actions. After
15 a thorough investigation and settlement discussions, the Parties arrived at terms that they viewed
16 was in the best interest of both the Class Members and the Parties.

17 74. Plaintiffs' goals have been realized via redress for the employees whose wage and
18 hour rights were violated. While Defendants deny liability, it has nonetheless agreed to settle the
19 matter to avoid any potential expense. Should the Court refuse to grant preliminary approval of
20 this Settlement, many of the Class Members may be denied any recourse for Defendants' alleged
21 violations.

22 75. **Superiority of Class Action** - This wage and hour class action is no exception and
23 meets all the criteria to deem it a superior vehicle for resolution of the issues it seeks to resolve.
24 First, it pertains to a uniform practice including not calculating incentive pay in the overtime rate
25 of pay or premium pay, lunch and rest break policies, and others applying to all non-exempt
26 employees, which allows claims of many individuals to be resolved at the same time, eliminates
27 the possibility of repetitious litigation and affords small claimants with a method of obtaining
28

1 redress for claims which otherwise would be too insufficient to warrant individual litigation. It is
2 also brought by former employees who are not at the greater risk of retaliation of current employees
3 who are less likely to seek such redress for themselves. Moreover, a class action would eradicate
4 the concern of inconsistent rulings regarding the wage and hour issues brought as part of this class
5 action.

6 **Experience of Class Counsel**

7 76. In 1993, I graduated from the University of California, Los Angeles with a
8 Bachelor of Arts Degree. Following graduation, I attended Whittier Law School. In 1996, while
9 a full-time law student, I was also a full-time Judicial Extern for the Honorable Consuelo B.
10 Marshall, United States District Court, Central District. After approximately five months of
11 service for Judge Marshall, I became a full-time extern for the United States Attorney's Office,
12 Central District of California. My externship lasted for approximately five months. Thereafter, in
13 1997, I graduated from Whittier Law School. The same year, I was admitted to practice law in the
14 State of California.

15 77. From 1997 to 2007, I was a named partner at Hawkins & Sofonio, a law firm based
16 out of Irvine, California. At Hawkins & Sofonio, I pioneered the employment department litigating
17 plaintiff related employment issues such as: Wrongful Termination, Age Discrimination,
18 Disability, Wage and Hour and Sexual Harassment claims. Through the success and experience I
19 obtained litigating employment related matters, I commenced litigating Wage and Hour Class
20 Actions in 2002. Since then, I have spent the vast majority of my practice litigating Wage and
21 Hour Class Actions.

22 78. In 2007, I incorporated my wage and hour class action practice as James Hawkins,
23 APLC. Since its inception, this law firm has been exclusively involved in class action and complex
24 litigation. In 2009, I opened an additional office in Miami, Florida, prosecuting wage and hour
25 class actions. Since 2002, I have been lead or co-lead counsel in all of the cases listed in below.

26 79. Although not an all-inclusive list, the following cases sets forth many of the class
27 actions which I have handled as lead and/or co-lead counsel over the years: *Mojica v. Compass*
28

1 *Group, Inc., et al.* USDC Central District, Case No. 8:13-cv-01754; *Dao v. 3M Company, et al.*
2 USDC, Central District, Case No. CV-08-04554; *Ortiz v. Kmart*, USDC, Central District, Case
3 No. SACV 06-638 ODW; *Morgan v. Aramark Campus, LLC*, USDC, Central District, Case No.
4 SACV08-00412; *West v Iron Mountain Information Management, Inc, et. Al*, Los Angeles County
5 Superior Court, Case No. BC393709; *Gonzalez v. Superior Industries International, Inc., et al.*,
6 Los Angeles County Superior Court, Case No. BC 357912; *Acosta v. Fleetwood Travel Trailers*
7 *of California, Inc., et al.*, Riverside County Superior Court, Case No. RIC 440630; *Walker v.*
8 *Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293; *Padron v. Universal*
9 *Protection Service, et al.*, Orange County Superior Court, Case No. 05CC00013; *Martinez v.*
10 *Securitas Security Services USA, et al.*, Santa Clara Superior Court, Case No. 105-CV047499, et
11 al. J.C.C.P. No. 4460; *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior
12 Court, Case No. RIC 420909; *Ruiz, et al. v. Unisourse Worldwide, Inc., et al.*, USDC, Central
13 District, Case No. CV09-05848; *Herrador v. Culligan International Company, et al.*, USDC,
14 Central District, Case No. SACV 08-680; *Defries v. Domain Restaurants, et al.*, Orange County
15 Superior Court, Case No. 05CC00128; *Denton v. BLB Enterprises, Inc., et al.*, Orange County
16 Superior Court, Case No. 07CC01292; *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*,
17 Los Angeles Superior Court, Case No. BC411477; *McMurray v. Dave and Busters, Inc., et al.*,
18 Orange County Superior Court, Case No. 06CC00099; *Osuna v. DFG Restaurants, Inc., et al.*, Los
19 Angeles Superior Court, Case No. BC 330145; *Burns v. Gymboree Operations, Inc., et al.*, San
20 Francisco Superior Court, Case No. CGC-07-461612; *Willems v. Diedrich Coffee, Inc., et al.*,
21 Orange County Superior Court, Case No. 07CC00015; *Davila, et al. v. Beckman Coulter, Inc., et*
22 *al.*, Orange County Superior Court, Case No. 07CC01347; *Perez v. Naked Juice Company of*
23 *Glendora, Inc.*, Los Angeles Superior Court, Case No. BC387088; Coordination Proceeding
24 Special Title [Rule 1550(b)] *Wackenhut Wage and Hour Cases*, Los Angeles Superior Court, Case
25 No. JCCP 4545; *Placencia v. Amcor Packaging Distribution, Inc.*, Orange County Superior Court,
26 Case No. 30-2013-00694012-CU-OE-CXC; *Trani v. Lisi Aerospace, et al.*, Los Angeles Superior
27 Court, Case No. BC495527; *Galvan v. Goodwin Co.*, Orange County Superior Court, Case No.

1 30-2013-00637062-CU-OE-CXC; *Reyes v. Bristol Fiberlite*, Orange County Superior Court, Case
2 No. 30-2013-00653425-CU-OE-CXC; *Gutierrez v. HMT Tank*, USDC Central Dist., Case No.
3 CV14-1967-CAS(MANx); *Williams v. Il Fornaio America Corp.*, Sacramento County, Case No.
4 34-2011-0009616; *Aguilar v. 7-Eleven, Inc.*, Orange County, Case No. 30-2009-002687141-CU-
5 OE-CXC; *Madrigal v. Huntington Beach Market Broiler, Inc.*, Orange County, Case No. 30-2012-
6 00611260; *Vang v. Jazz Semiconductor, Inc.*, Orange County, Case no. 30-2011-00460278; *Cano*
7 *v. Financial Statement Services, Inc.*, Orange County, Case No. 30-2013-00653349-CU-OE-CXC;
8 *Gonzalez v. Quality Aluminum Force, LLC*, Orange County, Case No. 30-2015-00817941-CU-
9 OE-CXC; *Smith v. Space Exploration Technologies Corp.*, Los Angeles County Case No.
10 BC554258; *Madrigal v. Balda C Brewer, Inc.*, 30-2015-00820218-CU-OE-CXC.

11 I declare under penalty of perjury under the laws of the State of California that the
12 foregoing is true and correct this 18 day of November, 2021, at Irvine, California.
13

14 /s/ James R. Hawkins
15 James R. Hawkins
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Exhibit 1

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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

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

Trial Date: None

Complaint Filed: May 10, 2019 (first filing)

1 This Class Action And PAGA Settlement Agreement, Release and Stipulation is entered into
2 between Defendants Medtronic, Inc. and Covidien LP (“Defendants”) and Oscar Benitez, Lan Le,
3 Shaquille Howard and Mario Jorge Estrada-Peralta (“Named Plaintiffs”) in the Action (as defined
4 below).

5 DEFINITIONS

6 1. Action. The “Action” means the consolidated lawsuits entitled *Oscar Benitez*
7 *et al. v. Medtronic, Inc. et al*, Case Numbers Case Nos. 30-2019-01069185-CU-OE-CXC, 30-2019-
8 01106385; 30-2020-01140338; 30-2020-01144725; and 30-2020-01159995 *pending in the* Orange
9 County Superior Court.

10 2. Agreement. “Agreement” shall refer to the instant Joint Stipulation of Class
11 Action and PAGA Settlement and Release.

12 3. Class Counsel. “Class Counsel” means Douglas Han and Shunt Tatavos-
13 Gharajeh of the Justice Law Corporation, and Christina Lucio and James Hawkins of James Hawkins
14 APLC. Class Counsel are Co-Lead Counsel.

15 4. Class Members, the Class, and Settlement Class Members. “Class Members”
16 means all current and former non-exempt employees of Defendants, either direct or workers placed
17 through a staffing agency, who worked for Defendants in the state of California from October 21, 2015
18 through September 15, 2021, other than those who opt-out (see Paragraphs 21 and 61c.)

19 5. Class Notice. “Class Notice” means the document mutually agreed upon by the
20 Parties and approved by the Court to be sent to the Class Member in English, Vietnamese and Spanish
21 following preliminary approval that includes the scope of release language for Settled Claims, notifies
22 Class Members of the Settlement, explains the Settlement and Class Members’ options, including how
23 Class Members may opt out or object to the Settlement, and explains the facts and methods based on
24 which the Class Member’s estimated settlement payments are calculated, substantially in the form
25 attached hereto as “**Exhibit A**”.

26 6. Class Period. “Class Period” means the period of time from October 21, 2015
27 through September 15, 2021.

1 7. Complaint. “Complaint” means the First Amended Consolidated Complaint
2 filed in the Action, filed with the Orange County Superior Court in January of 2021, as well as prior
3 versions of the complaints filed either in the consolidated action, or prior to the actions being
4 consolidated.

5 8. The Court. The “Court” refers to the Orange County Superior Court or other
6 court or courts that will approve the Action, whether individually or together.

7 9. Day. “Day” refers to a calendar day(s) unless otherwise stated. If any
8 designated date or deadline falls on a weekend or holiday, the designated date or deadline will occur
9 on the next business day.

10 10. Defendants. “Defendants” means Medtronic, Inc. and Covidien LP.

11 11. Effective Date. “Effective Date” means the first business day following the
12 last of the following occurrences: (i) if no Class Member and/or PAGA Member timely and properly
13 intervenes, files a timely motion to vacate the Final Judgment under, or objects or otherwise challenges
14 the Settlement, then 61 days after the Court enters an Order Granting Final Approval of the Settlement
15 and Final Judgment; (ii) if a Class Member and/or PAGA Member timely intervenes or files a timely
16 motion to vacate the Final Judgment or objects or otherwise challenges the Settlement, then sixty-one
17 (61) days following the date the Court enters an Order Granting Final Approval of Settlement and
18 Final Judgment, assuming no appeal is filed; or (iii) if a Class Member and/or PAGA Member timely
19 intervenes or files a motion to vacate the Final Judgment, or objects or otherwise challenges the
20 Settlement, and files a timely appeal, then the date of final resolution of that appeal (including any
21 requests for rehearing and/or petitions for *certiorari*), resulting in final and complete judicial approval
22 of the Settlement in its entirety, with no further challenge to the Settlement being possible. Defendants
23 shall deposit all sums necessary to fund the Settlement after the Effective Date based on the schedule
24 explained in Paragraph 66 of this Agreement. In the event an appeal, writ, motion challenging the
25 judgment or other collateral attack is made after the Effective Date, the funds shall not be distributed
26 until all challenges are resolved in a manner that upholds the Settlement in its entirety and shall be
27 returned if the Agreement is not finally and completely approved in all respects.

12. Exclusion Period. The “Exclusion Period” means the time period commencing on the date the Class Notice is mailed to Class Members via First Class U.S. and ending sixty (60) days later on the deadline to submit an Opt-Out Request or Objection.

13. Final Judgment. “Final Judgment” means the judgment entered and filed by the Court that: (1) finally approves this Agreement and the Settlement and disposes all class issues raised in this Action, bars through collateral estoppel and/or res judicata Settlement Class Members from reasserting Settled Claims against Released Parties; (2) finally approves this Agreement and the Settlement and disposes all PAGA issues and claims raised in this Action, bars through collateral estoppel and/or res judicata PAGA Members from reasserting PAGA Claims against Released Parties; and (3) awards and orders the payment of all required amounts pursuant to the terms of this Agreement (approved Class Counsel’s attorneys’ fees and costs, Settlement Payments to Class Members and PAGA Payments to PAGA Members, *etc.*). The Final Judgment will constitute a binding and final resolution of any and all claims by the Named Plaintiffs and all Settlement Class Members as to all Settled Claims and all PAGA Members as to all Settled PAGA Claims as set forth in this Agreement.

14. Final Settlement Approval Hearing. “Final Settlement Approval Hearing” means the hearing at which the Court shall consider the motion for final approval of this Settlement and determine whether to fully and finally approve the fairness and reasonableness of this Settlement and Agreement, and enter an order barring through collateral estoppel and/or res judicata Settlement Class Members from asserting Settled Claims against Released Parties and all PAGA Members from pursuing Settled PAGA Claims against Released Parties.

15. Funding Payments. “Funding Payments” means the payment(s) remitted to the Settlement Administrator (“SA”) by or on behalf of Defendants following Final Judgment and the Effective Date in full and complete discharge of the entire monetary obligation of Defendants in an amount equal to the GSA, which, as set forth herein, shall 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, the employer’s share of payroll taxes and

the payment to the Labor Workforce Development Agency (or “LWDA”), minus any amounts already paid under the Agreement.

16. Gross Settlement Amount or GSA. “Gross Settlement Amount” or “GSA” means a maximum total payment of Seven Million Dollars and Zero Cents (\$7,000,000.00), 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.

17. Last Known Address. “Last Known Address” means the most recently recorded mailing address for a Class Member and/or PAGA Member contained in Defendants’ records. With respect to Class Members who were only placed through a staffing agency, the “Last Known Address” means the addresses that are obtained in response to a subpoena issued to the supplier of the workers placed through a staffing agency. If no address is provided by the supplier for the workers placed through a staffing agency then the Settlement Administrator will conduct a search for possible addresses.

18. Named Plaintiffs. “Named Plaintiffs” individually and collectively means Oscar Benitez, Lan Le, Maria Estrada-Peralta and Shaquille Howard.

19. Net Settlement Amount or “NSA”. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount less the amounts deducted pursuant to Paragraphs 56a through 56e of this Agreement, including deductions of the amounts awarded to Class Counsel, the enhancement award to the Named Plaintiffs, the payment to the LWDA to resolve claims under the PAGA, and the costs awarded for settlement administration owed pursuant to this Agreement.

20. Objection. “Objection” means a written request, which a Class Member may submit no later than the last day of the Exclusion Period and in the form specified in Paragraph 64 in order to object to the Settlement, or a personal appearance, or other appearance permitted by the Court, at the Final Approval Hearing to object.

1 21. Opt-Out Request. “Opt-Out Request” must (1) contain the name, address, and
2 telephone number of the person requesting exclusion; (2) be signed by the Class Member; (3) be
3 postmarked or fax stamped within the Exclusion Period [60 days after mailing date] and returned to
4 the Settlement Administrator at the specified address or fax number. (See Paragraph 61.c. and **Exhibit**
5 **“B”**)

6 22. Order of Final Approval or Order Granting Final Approval of Settlement.
7 “Order of Final Approval” or “Order Granting Final Approval of Settlement” or “Final Approval”
8 means the order issued in conjunction with the entry of the Final Judgment to be submitted by the
9 Named Plaintiffs together with the Motion for Final Approval of the Settlement for entry and filing
10 by the Court as specified in this Settlement. (See Exhibit D)

11 23. PAGA Period. “PAGA Period” means the period of time beginning on May
12 10, 2018, and ending on September 15, 2021.

13 24. PAGA Member. “PAGA Members” means all Class Members who are
14 employed or have been employed by Defendants in the state of California as non-exempt employees
15 during the PAGA Period.

16 25. PAGA Payment and PAGA Allocation. Of the Gross Settlement Amount,
17 \$500,000 shall be paid in Settlement of the PAGA claims. “PAGA Allocation” means the amounts
18 distributed among PAGA Members and is the amount remaining (25% of the PAGA Payment) from
19 the \$500,000.00 after subtracting the \$375,000 allocated to the LWDA (75% of the PAGA Payment).
20 Subject to Court approval, the PAGA Allocation is \$125,000. The PAGA Allocation will be divided
21 by the total number of PAGA Pay Periods Worked credited to all PAGA Members. Each PAGA
22 Member’s PAGA Payment is equal to the PAGA Pay Period Rate multiplied by his or her individual
23 PAGA Pay Periods Worked pursuant to the records of Defendants.

24 26. PAGA Pay Periods Worked. “PAGA Pay Periods Worked” means the number
25 of Pay Periods credited to a PAGA Member during the PAGA Period (for the Settled PAGA Claims),
26 as determined by Defendants’ records and estimates and as only subject to revision pursuant to this
27 Agreement.
28

1 27. Parties. “Parties” means Named Plaintiffs, individually on behalf of themselves
2 and on behalf of all Class Members, PAGA Members and interests of the Labor Workforce
3 Development Agency (“LWDA”), and Defendants.

4 28. Pay Period. A “Pay Period” is determined by taking the start date of the Class
5 Member during the Class Period or PAGA Member in the PAGA Period through their termination
6 date for direct employees or the end of their contingent assignment with Defendants for workers
7 placed through a staffing agency or the end of the Settlement Period for current employees or current
8 workers placed through a staffing agency and those days will be divided by 14 to yield the number of
9 pay periods. Any pay period worked by a Class Members or PAGA Member, placed through a staffing
10 agency, for a different entity than Defendants is not included in this calculation.

11 29. Pay Periods Worked. A “Pay Period Worked” means the number Pay Periods
12 worked by a Class Member during the Class Period or PAGA Member during the PAGA Period (for
13 the Settled PAGA Claims), as determined or estimated by Defendants’ records and as only subject to
14 revision pursuant to this Agreement. For Class Members who were workers placed through a staffing
15 agency this only includes pay periods when they performed work at one of Defendants’ California
16 locations during the Class Period or PAGA Period.

17 30. Pay Period Rate. “Pay Period Rate” for the Settled Claims means the amount
18 yielded from dividing the Net Settlement Amount by the total of all Pay Periods Worked credited to
19 all Settlement Class Members during the Class Period. Each Settlement Class Member’s settlement
20 payment is equal to his or her individual Pay Periods Worked during the Class Period and multiplied
21 by the Pay Period Rate. Therefore, the amount of each Settlement Class Member’s Individual
22 Settlement Payment is tied to the number of Pay Periods Worked that each Settlement Class Member
23 worked for Defendants in the State of California in comparison to all Pay Periods Worked by all
24 Settlement Class Members in the State of California during the Class Period. Similarly, for the Settled
25 PAGA Claims, “Pay Period Rate” means the amount yielded from dividing the PAGA Allocation by
26 the total of all Pay Periods Worked credited to all PAGA Members during the PAGA Settlement
27 Period.

1 31. Preliminary Approval Order. “Preliminary Approval Order” is the order
2 entered and filed by the Court that preliminarily approves the terms and conditions of this Agreement,
3 including approval of the Parties’ Agreement that specifies the content of notice and manner in which
4 notice will be provided to the Class and responded to by the Class, substantially in the form attached
5 hereto as “**Exhibit C**”.

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

23 33. Settlement Administrator. “Settlement Administrator” or “SA” means Phoenix
24 Class Action Settlement Administration or such other neutral administrator as chosen by the Parties
25 and approved by the Court (see Paragraph 60.)

26 34. Settled Claims. “Settled Claims” means any and all claims alleged in the First
27 Amended Consolidated Class Action and Representative Action Complaint filed on January 4, 2021
28 (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 workers 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.

35. Settled PAGA Claims. "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

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

15 36. Settlement Class/Settlement Class Member(s). "Settlement Class Member"
16 means all Class Members other than those who have timely and validly submitted Opt-Out Requests
17 and thereby excluded themselves from releasing Settled Claims from the Settlement.

18 37. Settlement Payment. "Settlement Payment" means a payment pursuant to a
19 Settlement Class Member's pro rata allocation of the NSA as specified in Paragraph 56.

20 38. Settlement Proceeds Distribution Deadline. "Settlement Proceeds Distribution
21 Deadline" means a date that is fourteen (14) days after the Funding Payment has been made by
22 Defendants to the SA based on the schedule explained in Paragraph 66 of this Agreement.

23 39. Updated Address. "Updated Address" means a mailing address that was
24 updated by a reasonable address verification measure of the SA or by an updated mailing address
25 provided by the United States Postal Service for a Class Member or PAGA Member.

26 RECITALS

27 40. On or about May 10, 2019, Named Plaintiff Oscar Benitez filed a complaint in
28 Orange County Superior Court asserting PAGA claims.

1 41. Thereafter, on or about October 21, 2019 Named Plaintiff Oscar Benitez filed
2 a class action complaint alleging the following causes of action against Defendants, including: (1)
3 failure to pay wages, including regular, overtime and double time wages; (2) meal period violations;
4 (3) rest break violations; (4) violations of Labor Code section 1194 and 1197; (5) failure to timely pay
5 final wages; (6) failure to provide accurate wage statements; (7) failure to reimburse business
6 expenses; and (8) violation of the California Business and Professions Code (“UCL”).

7 42. Whereas on May 26, 2020 Named Plaintiff Lan Le filed a class action complaint
8 against Defendants alleging all of the following claims: (1) failure to provide meal periods; (2) failure
9 to provide rest breaks; (3) failure to timely pay final wages; (4) failure to furnish accurate wage
10 statements; and (5) violation of Unfair Competition Law. Plaintiff Le later filed a motion for leave to
11 file an amended complaint to add the claims of Plaintiff Mario Estrada-Peralta.

12 43. On June 24, 2020, Named Plaintiff Lan Le filed a separate PAGA action against
13 Defendants on behalf of himself and other aggrieved employees, seeking civil penalties under PAGA.

14 44. On September 11, 2020, Named Plaintiff Shaquille Howard filed a class action
15 complaint against Defendants asserting the same or similar claims, and putative class members as
16 Named Plaintiff Oscar Benitez.

17 45. The matters involving each of the Named Plaintiffs were eventually
18 consolidated and the First Amended Consolidated Complaint was filed on January 4, 2021.

19 46. A number of PAGA letters were submitted by the Named Plaintiffs to the
20 LWDA.

21 47. Defendants filed an Answer to the First Amended Consolidated Complaint and
22 denied all allegations and claims asserted therein. Defendants deny that they engaged in any
23 misconduct in connection with its wage-and-hour practices and that they have any liability or engaged
24 in wrongdoing of any kind associated with the claims alleged in the Action, including any Settled
25 PAGA Claims. Defendants further contend that they complied at all times with both federal and state
26 wage-and-hour laws, and all other laws regulating the employer-employee relationship that relate to
27 the employment of Named Plaintiffs and the Class and PAGA Members.

1 48. Defendants and Class Counsel, on behalf of Named Plaintiffs and the Class
2 Members and PAGA Members, attended mediation with Lisa Klerman on July 13, 2021. The Parties
3 hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-
4 length negotiations between the Parties supervised by an experienced employment law mediator. The
5 Parties agree that the Agreement is entered into in good faith as to each Class Member and PAGA
6 Member and that the Settlement is fair, reasonable and adequate as to each Class Member and PAGA
7 Member.

8 49. Class Counsel is of the opinion that this Settlement is fair, reasonable, and
9 adequate, and in the best interest of the Class and PAGA Members and other relevant interests in light
10 of all known facts and circumstances, including the benefits conferred by the Settlement, the risk of
11 significant delay, the uncertainty and risk of the outcome of further litigation, the burdens of proof
12 necessary to establish liability, defenses asserted to the merits, including but not limited to the
13 affirmative defenses asserted as to Settlement Class Members, the risks of proceeding on any class
14 claims and PAGA claims, including class certification, the difficulties in establishing damages and
15 penalties, and the numerous potential appellate issues. While Defendants specifically deny any
16 liability or wrongdoing in the Action, Defendants agreed to enter into this Settlement to avoid the cost
17 and business disruption associated with defending the Action. Defendants have claimed and continue
18 to claim that the Settled Claims and Settled PAGA Claims have no merit and do not give rise to
19 liability. This Agreement is a compromise of disputed claims. This Agreement, made and entered
20 into by and between the Named Plaintiffs (on behalf of themselves and on behalf of the Class Members
21 and PAGA Members and interests of the LWDA) and Defendants, each with the assistance of its
22 respective counsel or attorneys of record, is intended to fully, finally, and forever settle, compromise
23 and discharge the Settled Claims and Settled PAGA Claims against the Released Parties, subject to
24 the terms and conditions set forth herein.

25 50. Because the Action is pled as a class action, this Settlement must receive
26 preliminary and final approval by the Court. Because the Action is pled as a PAGA action, this
27 Settlement is subject to approval by the Court. Accordingly, the Parties enter into this Agreement on
28 a conditional basis.

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become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, further proceedings in this Action, except that the Court may award less than the amounts listed in Paragraph 56a through 56e without impacting the validity and enforceability of this Agreement, and the Parties will be returned to their respective positions prior to entering this Agreement.

52. Stipulation for Class Certification. The Parties stipulate to the certification of this Settlement Class for purposes of this Settlement only. If, however, the Settlement does not become final for any reason, the Parties' Agreement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, whether class certification would be appropriate in any other context in this Action.

53. Release of Settled Claims. As of the Effective Date and contingent upon Defendants making the Funding Payment as set forth herein, Named Plaintiffs and all Settlement Class Members hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all Settled Claims against any and all Released Parties. The Settlement includes a release of all Settled Claims during the Class Period by Settlement Class Members employed at any time during the Class Period. The Parties will take action to bar any Fair Labor Standard Act ("FLSA") claims pursuant to *Rangel v. PLS Check Cashers of California, Inc.*, 889 F.3d 1106 (9th Cir. 2018).

a. The Parties agree for settlement purposes only that, because the Class Members are so numerous, it is impossible or impracticable to have each Class Member execute this Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature of the Agreement and such notice shall have the same force and effect as if the Agreement were executed by each Class Member.

b. Named Plaintiffs and Class Counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged, except as set forth herein.

c. The Parties agree that this is a settlement of disputed claims not involving undisputed wages, and that Labor Code Section 206.5 is therefore inapplicable.

1 54. Release of Settled PAGA Claims. As of the Effective Date and contingent upon
2 Defendants making the Funding Payment as set forth herein, Named Plaintiffs, LWDA, the State of
3 California, and any other representative, proxy, or agent thereof, including but not limited to any and
4 all PAGA Members are barred from prosecuting Settled PAGA Claims that arose during the PAGA
5 Time Period against any and all of the Released Parties Subject to Court approval, the Agreement
6 includes a settlement of all Settled PAGA Claims during the PAGA Period by PAGA Members
7 employed at any time during the PAGA Period to the fullest extent permitted under the PAGA,
8 including settlement contemplated in Labor Code section 2699(1)(2).

9 55. Individual Releases of Claims. In addition to the releases made by the
10 Settlement Class Members and PAGA Members set forth in this Agreement, the Named Plaintiffs
11 release, as an individual and in addition to the Settled Claims described above, all claims, whether
12 known or unknown, under federal law or state law against the Released Parties. Named Plaintiffs
13 understand that this release includes unknown claims and that Named Plaintiffs are, as a result,
14 waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

15
16 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
17 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
18 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
19 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
20 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
21 **DEBTOR OR RELEASED PARTY.**

22 The Parties understand and agree that notwithstanding anything to the contrary herein, Named
23 Plaintiffs are not, by way of this release, releasing any claims which cannot be released as a
24 matter of law and that Named Plaintiff Lan Le is not releasing any claims pending in his federal
25 lawsuit pending in the United States District Court, the Southern District of California, Case
26 No. 3:20-cv-02040-AJB-BLM (the "Le FCRA Action") (this includes, without limitation, any
27 individual claims, putative class claims, claims for any remedies, penalties, enhancement,
28 award, attorneys' fees, or costs arising out of or related to any claim asserted in the Le FCRA
Action).

1 56. Settlement Payments and Calculation of Claims. Subject to the Final Approval
2 of the Settlement and the conditions specified in this Agreement, and in consideration of the mutual
3 covenants and promises set forth herein, Defendants agree to make a payment or payments as set forth
4 herein totaling an amount of, but not to exceed, Seven Million Dollars and Zero Cents (\$7,000,000.00).
5 The GSA shall fully satisfy Defendants' obligations for any and all payments, fees and costs identified
6 in the Agreement, including, but not limited to, any payments to be made to the Named Plaintiff,
7 Settlement Class Members, PAGA Members, the LWDA, Class Counsel's attorneys' fees and out-of-
8 pocket litigation expenses and costs, and settlement administration costs. In no event shall Defendants
9 be required to pay any amounts above the GSA under this Settlement and this Agreement.
10 Notwithstanding anything to the contrary herein, Defendants shall pay the employer's portion of
11 payroll taxes. The Parties agree, subject to Court approval, that the GSA shall be apportioned as
12 follows:

13 a. Attorneys' Fees. Class Counsel will apply to the Court for an award of
14 attorneys' fees of no more than one-third of the GSA (\$2,333,333). The attorneys' fees shall come
15 from and be deducted from the GSA and paid out as set forth herein. Defendants will not oppose such
16 application. The award of Attorneys' Fees shall be allocated as follows: 50% to James Hawkins
17 APLC and 50% to Justice Law Corporation. The settlement is not contingent on Class Counsel
18 receiving the requested amount of fees out of the GSA. If the Court awards less than that then the
19 monies will be added to the Net Settlement Amount. The award of less than the requested amount of
20 the fees is not a basis for appeal.

21 b. Attorneys' Costs. Named Plaintiffs and Class Counsel shall request
22 approval of payment of up to but not to exceed Fifty Five Thousand Dollars and Zero Cents
23 (\$55,000.00) in attorneys' costs, including any litigation costs, which will be deducted from the GSA
24 and paid out as set forth herein. Defendants will not oppose such application. Attorneys' fees as
25 specified in the preceding Paragraph and costs as specified in this Paragraph shall cover all claimed
26 and unclaimed attorneys' fees, attorneys' costs and other amounts payable or awardable against
27 Defendants for Class Counsel's work, effort or involvement in the Action and in carrying out the
28 Agreement and includes any and all work, effort or involvement to carry out the terms of the

1 Agreement and as may be potentially or actually necessary or advisable to defend the Agreement
2 and/or Settlement through appeal, or collateral attack or in any other forum or proceeding. These
3 specified Attorneys' Fees and Costs shall be the sole payment for attorneys' fees and costs and,
4 otherwise, the Parties and Class Members and their counsel shall bear their own fees and costs in
5 connection with the Action. The settlement is not contingent on Class Counsel receiving the requested
6 amount of costs out of the GSA. If the Court awards less than that then the monies will be added to
7 the Net Settlement Amount. The award of less than the requested amount of the costs is not a basis
8 for appeal.

9 c. Administration Fees and Costs. Class Counsel will also apply to the
10 Court for approval of SA costs in an amount estimated to be up to Forty-Five Thousand Dollars
11 (\$45,000.00), which will be deducted from the GSA. Defendants will not oppose such application.
12 Class Counsel will specify the amount sought for such costs, up to the foregoing maximum, in Named
13 Plaintiff motions for preliminary and Final Approval of the Settlement.

14 d. Named Plaintiffs' Enhancement and General Release Payment. Class
15 Counsel will apply to the Court for approval of an enhancement award in an amount not to exceed Ten
16 Thousand Dollars and Zero Cents (\$10,000.00) to be paid to each of the Named Plaintiffs, from which
17 fifty percent (50%) shall be deemed consideration for a general release and from which fifty percent
18 (50%) shall be for assuming the risks associated with this litigation (including for assuming the risks
19 in the PAGA case). Defendants will not oppose such applications. The enhancement awards are
20 included in, and shall be deducted from, the GSA. The settlement is not contingent on Named
21 Plaintiffs receiving the requested Enhancement. If the Court awards less than that then the monies not
22 awarded will be added to the Net Settlement Amount. The award of less than the requested
23 Enhancement is not a basis for appeal.

24 e. PAGA Allocation and Payments. Pursuant to California Labor Code
25 Section 2698, *et seq.*, the Parties designate Five Hundred Thousand Dollars and Zero Cents
26 (\$500,000.00) of the GSA to resolve any PAGA claims (including payment for Named Plaintiffs'
27 claims on their own behalf and on behalf of all PAGA Members for penalties under the PAGA and
28 payment to the LWDA).

i. Seventy-five percent (75%) of that amount, or Three Hundred and Seventy Five Thousand Dollars and Zero Cents (\$375,000.00), will be paid to the LWDA and the remainder to PAGA Members. In the event the LWDA refuses to accept the above amount in full for all civil penalties to PAGA Members in connection with the civil penalty claims alleged in this Action, or in the event the LWDA or anyone on its behalf otherwise challenges the above allocation or the Settlement, the Parties shall work in good faith to revise the allocation so that it is accepted.

ii. The remaining One Hundred and Twenty Five Thousand Dollars and Zero Cents (\$125,000.00) shall be paid to PAGA Members by multiplying the PAGA Pay Period Rate by each individual PAGA Member's PAGA Pay Periods Worked.

f. Net Settlement Amount. The NSA will be the amount remaining after deducting the amounts specified in Paragraphs 56a through 56e above (including deducting the amount in 57e.ii., which will be separately distributed to PAGA Members).

g. Settlement Payments to Settlement Class Members. Only the following individuals will receive Settlement Payments under the Settlement Agreement: (1) the Named Plaintiffs and (2) Settlement Class Members. Settlement Payments will be calculated as follows:

i. The NSA will be divided by the total Pay Periods Worked by all Settlement Class Members during the Class Period as reflected in Defendants' records and estimates based on existing records. All Settlement Class Members shall be paid an amount equal to their individual Pay Periods Worked during the Class Period, multiplied by the Pay Period Rate. Pay Periods Worked shall be determined by the SA based on data to be provided by Defendants, as may be modified by the resolution of any challenges.

ii. The Parties agree that under no circumstances shall Defendants be obligated to pay any amount under this Agreement to any Class Member other than Settlement Class Members and PAGA Members. In addition, the Parties agree that in no event shall Defendants be obligated to pay more than the GSA as provided above.

iii. The Parties acknowledge and agree that the formula used to calculate Pay Periods Worked, individual Settlement Payments, PAGA Pay Periods Worked, and PAGA Payments does not imply that all of the elements of damages covered by the release are not

1 being taken into account. The above formulas were devised as practical and logistical tools to simplify
2 the payment process.

3 57. No Credit Toward Benefit Plans. The Settlement Payments made to Settlement
4 Class Members and PAGA Payments made to PAGA Members under this Agreement shall not be
5 utilized to calculate any additional benefits under any benefit plans to which any Settlement Class
6 Members or Class Members or PAGA Members may be eligible, including, but not limited to: profit-
7 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO
8 plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect
9 any rights, contributions, or amounts to which any Settlement Class Members, Class Members and
10 PAGA Members may be entitled under any benefit plans.

11 58. Taxation of Settlement Proceeds. All Settlement Payments shall be paid in a
12 net amount after applicable state and federal tax withholdings, including payroll taxes, if any, have
13 been deducted.

14 a. The Parties agree that twenty percent (20%) will be allocated to wages
15 and W-2s shall be issued and that the remainder of the amount distributed to each Settlement Class
16 Member will be considered penalties, interest and any other non-wage related amount, if any, and will
17 be reported as such to each Settlement Class Member on an IRS Form 1099. The PAGA Payments to
18 PAGA Members will be designated as payments for alleged penalties and other non-wage amounts.

19 b. The SA shall calculate, withhold from the Settlement Payments, and
20 remit to applicable governmental agencies sufficient amounts, if any, as may be owed for applicable
21 taxes. The SA will issue appropriate tax forms, if required, to each such Settlement Class Member
22 consistent with the foregoing breakdown. The SA shall remit to applicable governmental agencies
23 sufficient amounts to cover taxes on the wage portion of the Settlement Payments.

24 c. All Parties represent that they have not received, and shall not rely on,
25 advice or representations from other parties or their agents, including Class Members and PAGA
26 Members, regarding the tax treatment of payments under federal, state, or local law. In this regard,
27 Defendants make no representations regarding the taxability of the Settlement Payments and PAGA
28 Payments.

1 d. Class Counsel will be issued an IRS Form 1099 for any fees and costs
2 awarded by the Court pursuant to Paragraph 56. Except as provided in Paragraph 57, each Party shall
3 bear his, her or its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or
4 settlement of the Action. Class Counsel agrees that any allocation of fees between or among each of
5 the Class Counsel or among the Class Counsel and any other attorney that may be representing Named
6 Plaintiffs or the Class, if any, shall be the sole responsibility of Class Counsel. Each Party to this
7 Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement
8 other than the acknowledging party, an "other party") acknowledges and agrees that no provision of
9 this Agreement, and no written or oral communication or disclosure or other representation by
10 Defendants and/or Released Parties is or was intended to be, nor shall be construed or be relied upon
11 as, tax advice, and Named Plaintiffs, Class Members and PAGA Members shall not rely on Defendants
12 and/or Released Parties for any tax advice with respect to the Settlement of this Action.

13 e. The Named Plaintiffs will be issued IRS Form 1099s for any
14 enhancement awards approved by the Court pursuant to Paragraph 56. The enhancement awards
15 payable to the Named Plaintiffs shall be in addition to the Settlement Payments and PAGA Payments
16 that they, as applicable, will receive.

17 59. Provisional Approval of Settlement. Named Plaintiffs shall file a motion in the
18 Action and take all other action to request that the Court enter the Preliminary Approval Order based
19 on an agreed-upon Settlement schedule, subject to Court approval:

20 a. Seeking class certification on the terms set forth in this Agreement
21 solely for purposes of class settlement;

22 b. Preliminarily approving the proposed Settlement and this Agreement,
23 including the payments to the Settlement Class Members, Class Counsel, the Named Plaintiffs, PAGA
24 Members, the SA, and the LWDA;

25 c. Preliminarily approving the appointment of the Named Plaintiffs as
26 representative of the Class for settlement purposes, if not otherwise accomplished by class
27 certification;

1 d. Preliminarily approving the appointment of counsel for Named
2 Plaintiffs as Class Counsel;

3 e. Appointing and approving a SA as chosen by the Parties and approved
4 by the Court, to administer the notice, opt-out requests, objections and Settlement Payment and PAGA
5 Payment procedures required by this Agreement;

6 f. Approving the form of the Class Notice mutually agreed by the Parties;

7 g. Scheduling the Final Settlement Approval Hearing for consideration of
8 Final Approval of this Agreement;

9 h. Requiring that any Class Members who object to the Settlement
10 Agreement submit any objection to the SA postmarked by the end of the Exclusion Period or appear
11 in person or by other Court approved means at the Final Approval Hearing, and that the Parties be
12 given an opportunity to file written responses to any objection(s) with the Court;

13 i. Approving the procedure for Class Members to submit Opt-Out
14 Requests, and setting a date after which no Class Members shall be allowed to submit Opt-Out
15 Requests; and

16 j. Approving the procedure for Settlement Class Members to object to the
17 Settlement.

18 k. Defendants shall not oppose Class Counsel's motions for preliminary
19 approval and Final Approval of the Settlement so long as the motions and supporting papers are
20 consistent with the terms of this Agreement. Class Counsel shall provide Defendants with an
21 opportunity of five (5) days to review, and provide comments on the motions for preliminary and Final
22 Approval of the Settlement before the motion and supporting papers are filed with the Court. The
23 Parties will meet and confer and agree upon the wording of the settlement packages to be sent to Class
24 Members, as well as the proposed orders for preliminary and Final Approval before filing. Failure of
25 the Court to grant the Preliminary Approval Order will be grounds for the Parties to terminate the
26 Settlement and the terms of the Agreement, except that the Parties must work in good faith to comply
27 with any changes to the Settlement proposed by the Court to the extent the changes are acceptable by
28

both Parties, and the Court may award less than the amounts listed in Paragraph subparts 56a through 56e without impacting the validity and enforceability of this Agreement.

60. Notice Procedure.

a. Settlement Administrator. The Parties will select Phoenix Class Action Settlement Administration or a mutually agreeable third-party SA to distribute the Class Notice and the Settlement Payments and PAGA Payments and handle the tax reporting and field questions with a hotline. The SA (along with any of its agents) shall represent and warrant that it will: (a) provide reasonable and appropriate administrative, physical and technical safeguards for any personally identifiable information ("PII"), which it receives from Defendants; (b) not disclose the PII to Class Counsel, Named Plaintiffs, any party or third parties, including agents or subcontractors, without Defendants' consent; (c) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; (d) promptly provide Defendants with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction; and (e) continue to protect the PII upon termination of its services.

b. Class Member Data. Within twenty-one days (21) days of the Court granting Preliminary Approval of the Settlement, Defendants shall provide to the SA a list of Class Members and PAGA Members that identifies for each Class Member/PAGA Member, his/her Social Security number (if known), last-known address, and the dates of employment and other Class Member data confirm qualifying Pay Periods Worked and PAGA Pay Periods Worked or will forward the start and end date(s) of employment for the SA to calculate the Pay Periods Worked and PAGA Pay Periods Worked. Defendants agree to consult with the SA as required to provide the list in a format reasonably acceptable for the duties of the SA. The SA will keep the list confidential, use it only for the purposes described herein, take adequate safeguards to protect confidential or private information and return or certify the destruction of the information or continued safeguarding of the information upon completion of the Settlement Administration process. For Class Member placed with Defendants through a staffing agency, Defendants will provide the contact information that is received in response to subpoenas for that contact information. In the event the agency that supplied the Class Member placed through a staffing agency does not respond with the requested contact

1 information it is the responsibility of Class Counsel to seek said information or for the SA to conduct
2 an address search. The notice that goes to Class Members or PAGA Members for whom Defendants
3 do not have a social security number shall include notice regarding how said individuals can submit
4 that information to the SA as that information is needed for any settlement checks to be paid.

5 61. Class Notice. The SA will send to each Class Member and PAGA Member by
6 First-Class U.S. Mail the Class Notice, which includes information on how Class Members may opt-
7 out of or object to the Settlement and a procedure by which a Class Member may challenge the number
8 of Pay Periods Worked identified on his/her Class Notice. The Named Plaintiffs will seek approval
9 of language in the Class Notice in the motion for preliminary approval and will seek permission for
10 the Parties in conjunction with the SA to be able to correct immaterial errors on these forms or other
11 mailed materials without approval from the Court, provided the changes do not alter the preliminary
12 approval by the Court.

13 a. Settlement Administrator Duties. Prior to mailing the Class Notice, the
14 SA will update the addresses for the Class Members and PAGA Members using the National Change
15 of Address database and other available resources deemed suitable by the SA. To the extent this
16 process yields a different address from the one supplied by Defendants (“Updated Address”), that
17 Updated Address shall replace the address supplied by Defendants (“Last Known Address”) and be
18 treated as the new Last Known Address for purposes of this Agreement and for subsequent mailings
19 in particular. The Settlement Administrator shall be permitted to provide notices and communicate
20 to the Class and PAGA Members in a format and statement to be provided to the Court, which Named
21 Plaintiffs will submit in conjunction with the motion for preliminary approval and/or motion for Final
22 Approval.

23 b. Class Notice Procedure. Within seven (7) days after receipt of the above
24 information from Defendants, the SA shall send the Class Notice to each Class Member’s and PAGA
25 Member’s Last Known Address or Updated Address (if applicable) via First-Class U.S. mail.

26 c. Exclusion Period. Class Members will have sixty (60) days from the
27 postmark of the initial mailing of the Class Notice by the SA to submit by U.S. mail their Opt-Out
28 Requests, with proof of date of submission to be the postmark date of the completed Opt-Out Request.

1 Opt-Out Requests do not apply to the Settled PAGA Claims and will not exclude PAGA Members
2 from the release of Settled PAGA Claims.

3 d. Objection Period. Class Members will also have sixty (60) days to
4 object to the Settlement by submitting a written objection (see **Exhibit B**) with the SA that sets forth
5 the basis of the objection pursuant to Paragraph 62, which the SA shall submit to the Parties within
6 three (3) business days of receipt, and Class Counsel shall submit to the Court.

7 e. SA Follow-up efforts.

8 i. The SA shall re-mail by First-Class U.S. mail the Class Notice
9 returned by the Post Office with a forwarding address, and shall re-mail by First-Class U.S. mail the
10 Class Notice to any Class Member/PAGA Member who personally provides an updated address to the
11 SA.

12 ii. In the event that the first mailing of the Class Notice to any Class
13 Member/PAGA Member is returned without a forwarding address, the SA will immediately perform
14 skip trace(s) if necessary using social security numbers provided by Defendants and National Change
15 of Address searches, as needed, to verify the accuracy of the addresses provided and will conduct a
16 second round of mailings of the Class Notice by First-Class, U.S. mail within an agreed number of
17 days for those forms returned to sender. If no new information is ascertained by means of a skip trace,
18 or if the Class Notice is returned to SA after using an address obtained from a standard skip trace, the
19 SA will immediately perform a manual "in-depth skip trace" to locate a more recent or accurate
20 address. If an Updated Address is identified by this method, the SA will resend the Class Notice to
21 the Updated Address within three (3) days of identifying the Updated Address.

22 iii. In the SA re-mails the Class Notice, it shall note for its own
23 records the date and the address of each re-mailing. Those Class Members who receive a re-mailed
24 Class Notice, whether by skip-trace or forwarded mail, will have an additional ten (10) days to
25 postmark an Exclusion Form, or file and serve an objection to the Settlement or dispute the information
26 provided in their Class Notice. The Settlement Administrator shall mark on the envelope whether the
27 Class Notice is a re-mailed notice.

1 f. Documenting Communications. The SA shall date stamp documents it
2 receives, including Opt-Out Requests, Objections and any correspondences and documents from Class
3 Members/PAGA Member.

4 g. Settlement Administrator Declaration. At least ten (10) days prior to
5 the deadline for the filing of the motion for final approval, the SA shall prepare, subject to Class
6 Counsel's/PAGA Member's and Defendants' input and approval, a declaration setting forth the due
7 diligence and proof of mailing of the Class Notices, the results of the SA's mailings, including tracing
8 and re-mailing efforts, and the Class Members'/PAGA Member's responses to those mailing and
9 provide additional information deemed necessary to approve the settlement.

10 h. SA Written Reports. Each week during the Exclusion Period, the SA
11 shall provide the Parties with a report listing the number of Class Members that submitted Opt-Out
12 Requests and Objections. Within seven (7) days of the close of the Exclusion Period, the SA will
13 provide a final report listing the number of Class Members who submitted Opt-Out Requests or
14 Objections.

15 i. SA Calculations of Settlement Payments. Within seven (7) days after
16 resolving all challenges made by Settlement Class Members, and following the Final Approval Order,
17 the SA shall provide to the Parties a report showing its calculation of all Settlement Payments to be
18 made to Settlement Class Members and PAGA Members. After receiving the SA's report, Class
19 Counsel and Defendants' counsel shall review the same to determine if the calculation of payments to
20 Settlement Class Members/PAGA Members is consistent with this Agreement, and shall notify the
21 SA if either counsel does not believe the calculation is consistent with the Agreement. After receipt
22 of comments from counsel, the SA shall finalize its calculation of Settlement Payments and PAGA
23 Payments, at least five (5) days prior to the distribution of such payments, and shall provide Class
24 Counsel and Defendants' Counsel with a final report listing the amount of all payments to be made to
25 each Settlement Class Member from the NSA and listing the amount of all payments to be made to
26 each PAGA Member from the amount allocated for PAGA Payments. The SA will also provide
27 information that is requested and approved by both Parties regarding its duties and other aspects of the
28 Settlement and that is necessary to carry out the terms of the Settlement.

1 62. Requirements for Recovery of Settlement Payments.

2 a. Class Members. No claim form is necessary to participate in the
3 Settlement. Unless a Class Member submits a valid and timely Opt-Out Request (as described in
4 Paragraphs 21 and 62d and **Exhibit B**), a Class Member who takes no action will be a Settlement
5 Class Member, bound by the Judgment, and will receive a payment from the NSA. All Class Members
6 except for those who timely and validly opt-out of the Settlement shall be bound by the release of
7 Settled Claims in this Agreement. All PAGA Members shall be barred from seeking any action for civil
8 penalties for Settled PAGA Claims in this Agreement.

9 b. Late Submissions. The SA shall not accept as valid any Opt-Out
10 Request postmarked after the end of the Exclusion Period, absent agreement from the Parties or order
11 of the Court. It shall be presumed that, if an Opt-Out Request is not postmarked on or before the last
12 day of the Exclusion Period, the Class Member did not return the Opt-Out Request in a timely manner.

13 c. Challenges. Class Members will have the right to challenge the number
14 of Pay Periods Worked allocated to them. The following challenge procedure will be established for
15 the Class Member to dispute information on which his/her payment amount is based: Challenges to
16 the number of Pay Periods Worked shall be sent directly to the SA at the address indicated on the
17 Class Notice. A Class Member challenging the number of Pay Periods Worked identified may also
18 submit documentary evidence in order to prove the number of Pay Periods Worked during the Class
19 Period. Defendants shall have the right to respond to the challenge by any Settlement Class Member.
20 No challenge to the number of Pay Periods Worked will be accepted unless sent by U.S. mail within
21 sixty (60) days from the initial mailing of the Class Notice by the SA, with proof of date of submission
22 to be the postmark date unless ordered by the Court. Additional time may be provided to a Class
23 Member only upon a showing of good cause and within an amount of time determined by the SA that
24 will not delay the distribution of Settlement Payments to other Class Members/PAGA Members and
25 in no event beyond the date of filing of the motion for final approval. The SA will inform Class
26 Counsel and Defendants' counsel in writing of any timely filed challenges and will determine all such
27 disputes after consulting with the Parties regarding the number of Pay Periods Worked. Challenges
28 will be resolved without hearing by the SA, who will make a decision based on Defendants' records

1 and any documents or other information presented by the Class Member making the challenge, Class
2 Counsel or Defendants. Subject to Court approval, the SA's determination is final and binding without
3 a right of appeal. The SA will inform the Parties of its final dispositions of all such challenges.

4 d. Opt-Out Procedure. Unless a Class Member timely opts out of the
5 Settlement described in this Agreement (see **Exhibit B**), he/she shall be bound by the terms and
6 conditions of this Agreement, and shall also be bound by the Final Judgment. A Class Member will
7 not be entitled to opt-out of the Settlement established by this Agreement unless he or she submits to
8 the SA a request or notice of opting out via U.S. mail postmarked on or before the expiration of the
9 Exclusion Period. The request must be in writing on an Opt-Out Request and include the Class
10 Member's name, address, date, signature, to the notice that indicates he or she "opts out" of the
11 Settlement (see **Exhibit B**). Opt-Out Requests do not apply to the Settled PAGA Claims and will not
12 exclude PAGA Members from the release of Settled PAGA Claims.

13 i. Upon receipt of any Opt-Out Request within the Exclusion
14 Period, the SA shall review the request to verify the information contained therein, and confirm that
15 the request complies with the requirements of this Agreement.

16 ii. Any Class Member who fails to submit via U.S. mail a timely,
17 complete and valid Opt-Out Request shall be barred from opting out of this Agreement or the
18 Settlement. The SA shall not have the authority to extend the deadline for Class Members to file a
19 request to opt out of the Settlement absent agreement by the Parties.

20 iii. Class Members shall be permitted to rescind in writing their
21 request to opt-out by submitting a written rescission statement to the SA no later than the Effective
22 Date and provided individual Settlement Payments can be recalculated to reflect the rescission.

23 iv. Defendants alone have the option to withdraw from the
24 settlement if the number of opt outs exceeds ten percent (10%) of the Class Members. If Defendants
25 exercise the so called "blow up provision" then the settlement will be null and void. Defendants shall
26 provide written notice of such withdrawal to Class Counsel within ten (10) business days of receiving
27 notice from the SA that this provision has been triggered. In the event that Defendants elect to so
28 withdraw, the withdrawal shall have the same effect as a termination of this Agreement for failure to

1 satisfy a condition of Settlement. In the event that Defendants exercises this option, it will be solely
2 responsible for any Settlement Administrator's costs. In addition, if the Court grants final approval
3 conditioned on any material change to the Settlement, including but not limited to requiring a larger
4 portion of the Net Settlement Amount to be treated as wages, then Defendants have the unilateral right
5 to void the Settlement in its entirety. If that occurs, the Parties will have no further obligations under
6 the Settlement, except that Defendants will pay the Claims Administrator's reasonable fees and
7 expenses incurred as of the date that Defendants exercise the right to void the Settlement.

8 63. Objections to Settlement. Any Settlement Class Member may object to the
9 Settlement. Any such objection may be submitted to the SA in writing on or before the close of the
10 Exclusion Period or may appear at the Final Approval Hearing object orally. If any Settlement Class
11 Member wishes to object in writing, any such written Objection shall include: (1) the full name of the
12 Settlement Class Member; (2) address of the Settlement Class Member; (3) the basis for the objection;
13 and (4) if the Settlement Class Member intends to appear at the Final Approval Hearing. The Parties
14 shall be permitted to file responses to the Objection in addition to any motion for final approval
15 documents. Settlement Class Members may also appear at the Final Approval Hearing to object. At
16 no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class
17 Members to submit written objections to the Settlement or appeal from the Order granting final
18 approval and/or Final Judgment. Class Counsel shall not represent any Settlement Class Members
19 with respect to any such objections.

20 64. Final Fairness Hearing, Final Approval and Final Judgment.

21 a. Entry of Final Judgment. At the Final Approval Hearing, Named
22 Plaintiffs will request, and Defendants will concur in said request, that the Court enter a Final
23 Judgment.

24 b. Motion. Named Plaintiffs will draft and file a motion for final approval
25 and for approval of any attorneys' fees and costs and enhancement award in conformity with any
26 requirements from the Court and will take other action to request the entry of Final Judgment in
27 accordance with this Agreement. The motion for final approval and corresponding paperwork will be
28 subject to input and approval from Defendants and the proposed judgment finally approving the

1 Settlement shall be subject to the input from and approval by Defendants, provided that Defendants
2 shall have five (5) days from receipt to provide such input. Defendants will concur in or not object to
3 said request that the Court enter Final Judgment finally approving this Agreement. In conjunction
4 with the motion for final approval, Class Counsel shall file a declaration from the SA confirming that
5 the Class Notice and related forms were mailed to all Class Members as required by this Agreement,
6 as well as any additional information Class Counsel, with the input and approval of Defendants, deems
7 appropriate to provide to the Court.

8 c. Objections. Before and/or at the Final Fairness Hearing, Named
9 Plaintiffs and Defendants, through their counsel of record, may address any written objections from
10 Class Members or any concerns from Class Members who attend the hearing as well as any concerns
11 of the Court.

12 d. Order. Named Plaintiffs will also draft and submit a proposed Order of
13 Final Approval and Final Judgment in the form that is consistent with this Agreement and subject to
14 prior review, revision and approval by Defendants (**See Exhibit D**). The Parties shall take all
15 reasonable efforts to secure entry of the Order of Final Approval and Final Judgment. If the Court
16 rejects the Agreement, fails to enter the Order of Final Approval, or fails to enter the Final Judgment,
17 even after good faith efforts by the Parties to meet and confer and remedy where agreement can be
18 reached any perceived deficiencies in the Settlement, this Agreement shall be void *ab initio*, and
19 Defendants shall have no obligation to make any payments under the Agreement, except for payments
20 to the SA for services performed up to that time. The Named Plaintiffs will submit a proposed Order
21 of Final Approval subject to the review and approval of Defendants that will contain provisions:

22 i. Wherein the Court enters Final Judgment, finding that this
23 Agreement and Settlement is fair, just, equitable, reasonable, adequate and in the best interests of the
24 Class and was reached as a result of intensive, serious, and non-collusive arms-length negotiations and
25 was achieved with the aid of an experienced mediator and in good faith as to each Class Member;

26 ii. Affirms that each side will bear its own costs and fees (including
27 attorneys' fees), except as provided by the Agreement, and that Defendants shall not be required to
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1 pay any amounts other than as set forth in the Agreement and the Order of Final Approval, and in no
2 event any amount above the GSA (except as to the employer's share of payroll taxes);

3 iii. That confirms the certification of the Class for purposes of
4 Settlement;

5 iv. That finds that the Settlement Administration process as carried
6 out afforded adequate protections to Class Members, provided the best notice practicable, and satisfied
7 the requirements of law and due process;

8 v. That rejects any Objections to the Settlement;

9 vi. That approves the settlement of PAGA Claims consistent with
10 the Settlement;

11 vii. That retains Court jurisdiction after entry of judgment to oversee
12 administration and enforcement of the terms of the Agreement; and

13 viii. That requires the Parties to carry out the provisions of this
14 Agreement.

15 65. Post-Final Approval Requirements and Procedures. Following entry of the
16 Court's Order Granting Final Approval of Settlement and Final Judgment, the Parties will act to assure
17 the timely execution and fulfillment of all its provisions, including, but not limited to, the following:

18 a. Should an appeal be taken from the Final Approval of the Settlement,
19 all Parties will support the Order of Final Approval and Final Judgment on appeal;

20 b. The Parties will assist the SA as needed or requested in the process of
21 identifying and locating Settlement Class Members entitled to Settlement Payments from the NSA and
22 PAGA Members entitled to PAGA Payments and assuring delivery of such payments;

23 c. Class Counsel will assist the SA as needed or requested in completing
24 the distribution of any uncashed checks as directed by the Court; and

25 d. Class Counsel will certify to the Court completion of all payments
26 required to be made by this Settlement Agreement.

27 66. Payment of Settlement. Defendants will deposit the Funding Payment into an
28 account established by the SA within 15 days of the Effective Date. In the event an appeal, writ,

1 motion challenging the judgment or other collateral attack is made, the funds shall not be distributed
2 until the challenge or other collateral attack is resolved in a manner that upholds the settlement in its
3 entirety. The remittance of the Funding Payment to the SA shall constitute full and complete discharge
4 of the entire monetary obligation of Defendants under this Agreement. No Released Party shall have
5 any further monetary obligation or liability to Class Counsel, Named Plaintiffs, or Settlement Class
6 Members under this Agreement after receipt by the SA of the Funding Payment.

7 a. The Parties agree that the Funding Payment will qualify as a settlement
8 fund pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code of 1986, as
9 amended, and Section 1.468B-1 *et seq.* of the income tax regulations. Furthermore, the SA is hereby
10 designated as the “Administrator” of the qualified Settlement funds for purposes of Section 1.468B-
11 2(k) of the income tax regulations. As such, taxes imposed on the gross income of that settlement
12 fund and any tax-related expenses arising from any income tax returns or other reporting documents
13 that may be required by the Internal Revenue Service or any state or local taxing body will be paid
14 from the Funding Payment by the SA.

15 b. The distribution of Settlement Payments to Settlement Class Members
16 shall occur no later than the Settlement Proceeds Distribution Deadline. The SA shall be deemed to
17 have timely distributed Settlement Payments if it places said payment in the mail (First-Class U.S.).
18 When the SA receives notice from Settlement Class Members that they have not received such
19 Settlement Payments due to changes of address or other circumstances, the SA shall be deemed to
20 have timely distributed those Settlement Payments if (after satisfying itself that the amounts have not
21 been received or negotiated) it re-mails the payments to the updated addresses or provides for delivery
22 by other reasonable methods requested by such Settlement Class Members, provided that any and all
23 requests for re-mailing shall be actually received and acknowledged by the SA before the 150-day
24 deadline referenced in Paragraphs 67 and 68 or will be deemed ineffective, and have no effect and the
25 original mailed amount shall be deemed timely distribution of the Settlement Payment. If any checks
26 are returned to the SA without a forwarding address the SA shall conduct a skip-trace and re-mail the
27 checks. The SA shall mail all Settlement Payments by the Settlement Proceeds Distribution Deadline.
28 To comply with California Rule of Court 3.771, settlement checks shall include the following language

1 on the check: "A Court has approved settlement of the class action and PAGA representative actions
2 and entered judgment for claims asserted in the consolidated lawsuits called *Benitez et al v. Medtronic,*
3 *Inc. and Covidien LP* pending in the Orange County Superior Court, lead case No. 30-2019-01069185-
4 CU-OE-CXC." No person shall have any claim against the SA, Defendants or Released Parties, Class
5 Counsel, Defendants' counsel, or any other agent designated by Named Plaintiffs or Defendants based
6 upon the distribution of Settlement Payments made substantially in accordance with this Agreement
7 or further orders of the Court.

8 c. The distribution of attorneys' fees, costs, and the Named Plaintiffs'
9 enhancement/general release awards shall occur no later than the payment date of the payment under
10 the Settlement Proceeds Distribution Deadline. Under no circumstances shall the foregoing payments
11 be made prior to the distribution of Settlement Payments to Settlement Class Members.

12 d. Upon Defendants' transfer of the Funding Payment to the SA,
13 Defendants, the Released Parties, and Defendants' counsel shall have no further monetary liability or
14 financial responsibility to Class Counsel or to any vendors or third parties employed by the Named
15 Plaintiffs or Class Counsel in connection with the Action.

16 e. Defendants shall not be obligated to make any payments contemplated
17 by this Agreement unless and until the Court enters the Final Approval Order and Final Judgment, and
18 after the Effective Date of the Agreement, and no amounts will be owed or payable until all appeals if
19 taken or other collateral attacks have lapsed or have been favorably resolved in favor of the Settlement
20 and no further challenge to the Settlement is possible.

21 67. Settlement Class Members who are sent Settlement Payments shall have one
22 hundred twenty (120) days after mailing by the SA to cash their settlement checks.

23 68. If such Settlement Class Members do not cash their checks within that period,
24 those checks will become void and a stop payment will be placed on the uncashed checks. Settlement
25 checks that are not cashed within one hundred and twenty (120) days of mailing shall, subject to Court
26 approval, be distributed pursuant to the State Controller Unclaimed Property Fund, or as otherwise
27 directed by California Code of Civil Procedure Section 384 and as ordered by the Court. The Parties
28 agree that if the remaining funds are not able to be distributed to the State Controller Unclaimed

1 Property Fund and if a *cy pres* fund is required, subject to Court instruction, that the SA shall forward
2 the entire amount of any amounts remaining from uncashed checks, plus any interest that has accrued
3 thereon, to Legal Aid at Work, unless not accepted by the Court in which case the Parties will meet
4 and confer about an acceptable *cy pres*. In such event, those Settlement Class Members will be deemed
5 to have waived irrevocably any right in or claim to a Settlement Payment subject to their rights, if any,
6 to recover the Settlement Payments from the Unclaimed Property Fund if ordered or otherwise will be
7 extinguished. Settlement Class Members who fail to negotiate their check(s) in a timely fashion shall,
8 like all Settlement Class Members who did not validly opt out of the Settlement, remain subject to the
9 terms of the Settlement and the Final Judgment.

10 69. The SA shall keep Class Counsel and Defendants' counsel apprised of all
11 distributions from the GSA. Upon completion of administration of the Settlement, the SA shall
12 provide written certification of such completion to the Court, Class Counsel and Defendants' Counsel.

13 70. Binding Effect of Agreement on Settlement Class Members and PAGA
14 Members. Subject to final Court approval, all Settlement Class Members and PAGA Members shall
15 be bound by this Agreement, and Final Judgment shall be entered in the Action. In addition, unless
16 the Class Member opts out of the Settlement described in this Agreement, he/she shall be bound by
17 the Court's Order of Final Approval and Final Judgment. As set forth more fully in Paragraph 74, if
18 the Court does not enter an Order of Final Approval and Final Judgment granting Final Approval of
19 the Settlement, which becomes final, the Settlement shall become null and void, and its terms and all
20 documents setting out its terms shall be inadmissible in further litigation of this Action or any other
21 case.

22 71. Non-Interference with Opt-Out Procedure. The Parties and their counsel agree
23 that they shall not seek to solicit or otherwise encourage Class Members to submit Opt-Out Requests
24 or objections to the Settlement or to appeal from the Final Judgment.

25 72. Waiver of Appeal. Subject to preliminary and Final Approval of this
26 Settlement, all Class Members, except those Class Members who make timely and valid objections
27 pursuant to the terms of this Agreement, expressly waive the right to appeal.

1 73. Preliminary Timeline for Completion of Settlement. The preliminary schedule
2 for notice, approval, and payment procedures carrying out this Settlement is set forth in the subsections
3 below. This schedule may be modified depending on whether and when the Court grants necessary
4 approvals and orders notice to the Class and PAGA Members, and sets further hearings. In the event
5 of such modification, the Parties shall cooperate in order to complete the Settlement procedures as
6 expeditiously as reasonably practicable.

7 a. Preliminary Approval Hearing as permitted by the Court;

8 b. Defendants to provide information described in Paragraph 60.b. (name,
9 address, dates of employment, etc.) no later than twenty-one days (21) days after the Court grants
10 Preliminary Approval of the Settlement;

11 c. The SA to mail the Class Notice by U.S. First Class mail to Class
12 Members and PAGA Members by approximately fourteen (14) days after receipt from Defendants of
13 the information described in the preceding subparagraph;

14 d. The SA to conduct trace/search efforts and send a follow up mailing, no
15 later than ten (10) days after initial mailing, to individuals whose Class Notice was returned as
16 undeliverable or whose listed address is found to be inaccurate or outdated;

17 e. Opt-Out Requests and Objections to the Settlement must be postmarked
18 no later than sixty (60) days after the date of initial mailing of the Class Notice;

19 f. The SA will provide to the Parties, and to the Court as directed by the
20 Parties, information regarding Opt-Out Requests and written objections or statements of intention to
21 object to the Settlement received from Class Members within seven (7) days of the close of the
22 Exclusion Period;

23 g. Class Counsel will file a timely motion for final approval of the
24 Settlement and a separate application for award of attorneys' fees and costs and an enhancement award
25 to the Named Plaintiffs by the date set by the Court, or if no date is set, at least sixteen (16) court days
26 prior to the scheduled Final Approval Hearing date;

27 h. The Parties will request a Final Approval Hearing before the Court
28 within a reasonable time after the close of the Exclusion Period, or as soon thereafter as the Court will

1 hear the Motion for Final Approval. After entry of the Final Approval Order and Judgment Defendants
2 shall remit the Funding Payment to the SA in the time period required by this Agreement.

3 i. Settlement Payments to Settlement Class Members, including the
4 Named Plaintiffs, and payments to Class Counsel for litigation costs and expenses and awarded
5 attorneys' fees, and the enhancement award to Named Plaintiffs, and payment to the LWDA shall be
6 made by the Settlement Proceeds Distribution Deadline by mailing of checks by First Class U.S. mail
7 or by wire (as to Class Counsel's payments only).

8 74. Automatic Voiding of Agreement if Settlement Not Finalized. If for any reason
9 the Effective Date does not occur, the Settlement shall be null and void and the orders, judgment, and
10 dismissal to be entered pursuant to this Agreement shall be vacated; and the Parties will be returned
11 to the status quo prior to entering this Agreement with respect to the Action, as if the Parties had never
12 entered into this Agreement. In addition, in such event, the Agreement and all negotiations, court
13 orders and proceedings relating thereto shall be without prejudice to the rights of any and all Parties
14 hereto, and evidence relating to the Agreement and all negotiations shall not be admissible or
15 discoverable in the Action or otherwise in any other proceeding.

16 75. No Injunctive Relief. The Parties agree that the Settlement does not include
17 injunctive relief against Defendants or the Released Parties.

18 76. Confidentiality.

19 a. Parties and their counsel will keep the Settlement confidential, through
20 the Court's order granting the Parties' Motion for Preliminary Approval, but the Parties will be able
21 to disclose to the Court, when and as necessary before preliminary approval, that they have reached
22 an agreement in principle, subject to completion of a final Agreement and Court approval.

23 b. Named Plaintiffs and Class Counsel agree not to issue a press release or
24 otherwise notify the media about the terms of the Settlement or advertise or market any of the terms
25 of the Settlement through written, recorded or electronic communications. In addition, Class Counsel
26 for Named Plaintiffs' will not disclose the settlement, its terms or the parties on their website or
27 otherwise. Named Plaintiffs and their counsel further agree that if contacted regarding this case, they
28 will state only that the lawsuit exists and has been resolved. However, this will not prevent Class

1 Counsel from undertaking required submissions and disclosures that are required to obtain approval
2 of the Settlement, including and not limited to, submission of the Settlement to the LWDA in
3 conformity with the PAGA statute.

4 c. Defendants shall direct all inquiries by Class Members to the SA, which
5 shall provide general information about the lawsuit, including responding to questions about the
6 lawsuit, by providing neutral information about the agreement consistent with the Agreement.

7 d. Defendants agree they will adopt a neutral reporting policy regarding
8 any future employment inquiries related to Named Plaintiffs. Thus, in the event that any potential or
9 future employers should inquire regarding Defendants' employment of any of the Named Plaintiffs,
10 they will be informed only of Named Plaintiffs' dates of employment with Defendants, job title(s)
11 during their employment with Defendants, and starting and final rates of pay.

12 77. Non-Disparagement. As permitted by law, Named Plaintiffs agree that each
13 shall not disparage Defendants, Defendants' performance, its employees, officers, or owners, or
14 conduct to any third person or entity, unless compelled to do so by law or required for purposes of the
15 settlement. In the event that Named Plaintiffs are required to make any such statements pursuant to
16 lawful process or as otherwise may be required by law, Named Plaintiffs agree to advise Defendants
17 and their counsel as soon as reasonably possible in advance of such statements to allow Defendants a
18 reasonable opportunity to seek appropriate relief. If prompted by anyone to discuss any dispute he
19 had with Defendants, Named Plaintiffs may state simply that "the matter has been resolved."
20 Notwithstanding anything to the contrary herein, this provision shall not be interpreted to prevent,
21 restrict, or otherwise obstruct Named Plaintiff Lan Le from prosecuting, testifying, or otherwise
22 offering statements or evidence in the context of the Le FCRA Action.

23 78. Invalidation of Agreement for Failure to Satisfy Conditions. The terms and
24 provisions in ¶¶ 1 through 39 and 51 through 92 of this Agreement are not mere recitals, but are
25 deemed to constitute contractual terms. The Court may allocate less to the Named Plaintiffs, Class
26 Counsel, and/or the LWDA than indicated in Paragraph 56 without impacting the validity and
27 enforceability of the Agreement. The Court may allocate less to the SA than indicated in Paragraph
28 56 provided the actual amount spent by the SA is less than the maximum set forth in that Paragraph.

Without limiting the generality of the foregoing, if this Agreement is terminated for failure to satisfy any material terms or material conditions of this Agreement:

a. Defendants are not be obligated to create or maintain any type of settlement fund, and shall not be obligated to make any Settlement Payment to any Class Member, PAGA Member and/or any payment to Class Counsel or to the Named Plaintiffs.

b. The Agreement and all negotiations, Court orders and proceedings relating thereto shall be without prejudice to the rights of the Named Plaintiffs, PAGA Members, Class Members, and Defendants, each of whom shall be restored to their respective positions existing prior to the execution of this Agreement, and evidence relating to the Agreement and all negotiations shall not be discoverable or admissible in the Action or any other litigation;

c. Defendants will not have waived, and instead expressly reserve, their right to challenge the continuing propriety of class certification for any purpose; and

d. To the extent one exists, the Preliminary Approval Order shall be vacated in its entirety and neither this Agreement, the Preliminary Approval Order, nor any other document in any way relating to any of the foregoing, shall be relied upon, referred to or used in any way for any purpose in connection with any further proceedings in this Action or any related action, including class certification proceedings.

79. Notices. All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered by First-Class U.S. mail to the attorneys listed in the caption above and the SA, with additional copies to be sent via electronic mail.

80. Modification in Writing. This Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing signed by counsel for the Parties and approved by the Court, and supersedes any memorandum of understandings or prior agreement(s). This Agreement may not be amended, altered, modified or waived, in whole or in part, orally. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated.

1 81. Ongoing Cooperation. Named Plaintiffs and Defendants, and each of their
2 respective counsel, shall cooperate in good faith to execute all documents and perform all acts
3 necessary and proper to effectuate and implement the terms of this Agreement, including but not
4 limited to drafting and submitting the motions for Preliminary and Final Approval, and defending the
5 Agreement and Final Judgment against objections and appeals. Named Plaintiffs shall, as necessary,
6 properly and completely take all steps, including but not limited to submitting any required documents
7 to the LWDA and take any other actions necessary to resolve the Released PAGA Claims pursuant to
8 this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts
9 contemplated by this Agreement and any other efforts that may become necessary by order of the
10 Court or otherwise, to effectuate this Agreement and the terms set forth herein.

11 82. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
12 they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer,
13 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
14 or rights herein released and discharged except as set forth herein.

15 83. Binding on Successors. This Agreement shall be binding and shall inure to the
16 benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal
17 representatives, including the Released Parties.

18 84. Entire Agreement. This Agreement constitutes the full, complete and entire
19 understanding, agreement and arrangement between Named Plaintiffs and the Class Members/PAGA
20 Members on the one hand, and Defendants and Released Parties on the other hand, with respect to the
21 Settlement of the Action and the Settled Claims against the Released Parties, including Defendants.
22 This Agreement supersedes any and all prior oral or written understandings, agreements and
23 arrangements between the Parties with respect to the Settlement of the Action and the Settled Claims
24 against the Released Parties. Except those set forth and included expressly in this Agreement, there
25 are no other agreements, covenants, promises, representations or arrangements between the Parties
26 with respect to the Settlement of the Action and the Settled Claims/Settled PAGA Claims against the
27 Released Parties. The Parties explicitly recognize California Civil Code Section 1625 and California
28 Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed

1 according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no
2 such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of
3 this Agreement.

4 85. Execution in Counterparts. This Agreement may be signed in one or more
5 counterparts. A facsimile scanned shall be treated as an original signature for all purposes. All
6 executed copies of this Agreement, and photocopies thereof (facsimile or email copies of the signature
7 pages), shall have the same force and effect and shall be as legally binding and enforceable as the
8 original. Parties shall execute by hand with “wet” signatures.

9 86. Captions. The captions and section numbers in this Agreement are inserted for
10 the reader’s convenience, and in no way define, limit, construe, or describe the scope or intent of the
11 provisions of this Agreement.

12 87. Governing Law. This Agreement shall be interpreted, construed, enforced, and
13 administered in accordance with the laws of the State of California, without regard to conflict of law
14 rules.

15 88. Reservation of Jurisdiction. Notwithstanding the entry and filing of Final
16 Judgment, the Court shall retain jurisdiction under Section 664.6 of the Code of Civil Procedure and
17 California Rule of Court 3.769 for purposes of interpreting and enforcing the terms of this Agreement.

18 89. Mutual Preparation. The Parties have had a full opportunity to negotiate the
19 terms and conditions of this Agreement. Accordingly, this Agreement shall not be construed more
20 strictly against one Party than another merely by virtue of the fact that it may have been prepared by
21 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
22 between the Parties, all Parties have contributed to the preparation of this Agreement.

23 90. Warranties and Representations. With respect to themselves, each of the Parties
24 to this Agreement and/or their agents or counsel represent, covenant and warrant that (a) they have
25 full power and authority to enter into and consummate all transactions contemplated by this Agreement
26 and have duly authorized the execution, delivery and performance of this Agreement, and (b) the
27 person executing this Agreement has the full right, power and authority to enter into this Agreement
28 on behalf of the Party for whom he/she has executed this Agreement, and the full right, power and

1 authority to execute any and all necessary instruments in connection herewith, and to fully bind such
2 Party to the terms and obligations of this Agreement, except that the Parties understand that the Named
3 Plaintiffs and Class Counsel only have the power to bind Class Members to the extent this Agreement
4 is approved by the Court.

5 91. Representation by Counsel. The Parties acknowledge that they have been
6 represented by counsel throughout all negotiations that preceded the execution of this Agreement, and
7 that this Agreement has been executed with the consent and advice of counsel. Further, the Named
8 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement, and that
9 after entry by the Court of the Final Judgment, Defendants, through the SA, may distribute funds to
10 Settlement Class Members, PAGA Members, Class Counsel, and the Named Plaintiffs as provided by
11 this Agreement.

12 92. Authorization by Named Plaintiffs. Named Plaintiffs authorize Class Counsel
13 to sign this Agreement and further agree not to request to be excluded from the Class and not to object
14 to any terms of this Agreement. Any such Opt-Out Request or objection by the Named Plaintiffs shall
15 therefore be void and of no force or effect.

16 **IT IS SO AGREED:**

17
18 Dated: _____, 2021

19 _____
Oscar Benitez
Named Plaintiff/Class and PAGA
20 Representative/Aggrieved Plaintiff

21 Dated: _____, 2021

22 _____
Lan Le
Named Plaintiff/Class and PAGA
23 Representative/Aggrieved Plaintiff

24 Dated: _____, 2021

25 _____
Mario Estrada-Peralta
Named Plaintiff/Class and PAGA
26 Representative/Aggrieved Plaintiff
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1 authority to execute any and all necessary instruments in connection herewith, and to fully bind such
2 Party to the terms and obligations of this Agreement, except that the Parties understand that the Named
3 Plaintiffs and Class Counsel only have the power to bind Class Members to the extent this Agreement
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8 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement, and that
9 after entry by the Court of the Final Judgment, Defendants, through the SA, may distribute funds to
10 Settlement Class Members, PAGA Members, Class Counsel, and the Named Plaintiffs as provided by
11 this Agreement.

12 92. Authorization by Named Plaintiffs. Named Plaintiffs authorize Class Counsel
13 to sign this Agreement and further agree not to request to be excluded from the Class and not to object
14 to any terms of this Agreement. Any such Opt-Out Request or objection by the Named Plaintiffs shall
15 therefore be void and of no force or effect.

16 **IT IS SO AGREED:**

17 Dated: 9-10, 2021

18 
19 Oscar Benitez
20 Named Plaintiff/Class and PAGA
Representative/Aggrieved Plaintiff

21 Dated: _____, 2021

22 _____
23 Lan Le
24 Named Plaintiff/Class and PAGA
Representative/Aggrieved Plaintiff

25 Dated: _____, 2021

26 _____
27 Mario Estrada-Peralta
28 Named Plaintiff/Class and PAGA
Representative/Aggrieved Plaintiff

1 authority to execute any and all necessary instruments in connection herewith, and to fully bind such
2 Party to the terms and obligations of this Agreement, except that the Parties understand that the Named
3 Plaintiffs and Class Counsel only have the power to bind Class Members to the extent this Agreement
4 is approved by the Court.

5 91. Representation by Counsel. The Parties acknowledge that they have been
6 represented by counsel throughout all negotiations that preceded the execution of this Agreement, and
7 that this Agreement has been executed with the consent and advice of counsel. Further, the Named
8 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement, and that
9 after entry by the Court of the Final Judgment, Defendants, through the SA, may distribute funds to
10 Settlement Class Members, PAGA Members, Class Counsel, and the Named Plaintiffs as provided by
11 this Agreement.

12 92. Authorization by Named Plaintiffs. Named Plaintiffs authorize Class Counsel
13 to sign this Agreement and further agree not to request to be excluded from the Class and not to object
14 to any terms of this Agreement. Any such Opt-Out Request or objection by the Named Plaintiffs shall
15 therefore be void and of no force or effect.

16 **IT IS SO AGREED:**

17 Dated: _____, 2021

18
19 Oscar Benitez
20 Named Plaintiff/Class and PAGA
21 Representative/Aggrieved Plaintiff

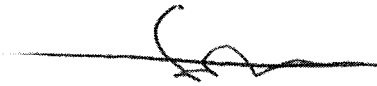
22 Dated: 09-10, 2021

23 Lan Le
24 Named Plaintiff/Class and PAGA
25 Representative/Aggrieved Plaintiff

26 Dated: 09-18, 2021

27 Mario Estrada-Peralta
28 Named Plaintiff/Class and PAGA
Representative/Aggrieved Plaintiff

1 Dated: 09/17/21, 2021


Shaquille Howard
Named Plaintiff/Class and PAGA
Representative/Aggrieved Plaintiff

2
3
4 Dated: _____, 2021

Medtronic, Inc.

5
6
7 By: Rebecca Goldstein
Its: Principal Legal Counsel

8
9 Dated: _____, 2021

Covidien LP

10
11 By: Rebecca Goldstein
Its: Principal Legal Counsel

12
13 **APPROVED AS TO FORM ONLY:**

14
15 Dated: 9/24 /, 2021

JUSTICE LAW CORPORATION

16
17 BY: 

DOUGLAS HAN

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

21 Dated: _____, 2021

JAMES HAWKINS APLC.

22
23 BY: _____

CHRISTINA LUCIO

24 Attorneys for Lan Le and Mario Estrada-Peralta,
25 on behalf of themselves and all others similarly
26 situated and aggrieved employees, and on behalf
27 of the general public
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Dated: _____, 2021

Shaquille Howard
Named Plaintiff/Class and PAGA
Representative/Aggrieved Plaintiff

Dated: 9/13, 2021

Medtronic, Inc.

By: Rebecca Goldstein
Its: Principal Legal Counsel

Dated: 9/13, 2021

Covidien LP

By: Rebecca Goldstein
Its: Principal Legal Counsel

APPROVED AS TO FORM ONLY:

Dated: _____, 2021

JUSTICE LAW CORPORATION

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.

Dated: _____, 2021

JAMES HAWKINS APLC.

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

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Dated: _____, 2021

Shaquille Howard
Named Plaintiff/Class and PAGA
Representative/Aggrieved Plaintiff

Dated: _____, 2021

Medtronic, Inc.

By: Rebecca Goldstein
Its: Principal Legal Counsel

Dated: _____, 2021

Covidien LP

By: Rebecca Goldstein
Its: Principal Legal Counsel

APPROVED AS TO FORM ONLY:

Dated: _____, 2021

JUSTICE LAW CORPORATION

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.

Dated: September 10, 2021

JAMES HAWKINS APLC.

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

EXHIBIT A

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

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). 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) in exchange for: the release by Settlement Class Members of Settled 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 _____.**

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 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 Apelagao 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. 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.

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 Administrator with your Social Security Number to receive a payment. To do so, please _____.

Once you receive your Individual Settlement Allocation, you shall have One Hundred and Twenty (120) calendar days after mailing by the Settlement Administrator to cash your Settlement checks. If you do not cash your check within that period, your check will become void and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within One Hundred and Twenty (120) days of mailing shall be voided and delivered to California State Controller's Unclaimed Property Fund or as otherwise directed by the Court. You will still be bound by the Settlement even if you don't cash your settlement check(s).

Neither Defendants, nor any Released Party offers tax advice regarding this Settlement. You may consider contacting an accountant and/or tax attorney to determine the appropriate amount of taxes that should be paid on your Individual Settlement Allocation. Payments awarded to you will not form the basis for additional contributions to or benefits under any benefit plans, policies or bonus programs that may exist and/or be offered to you through, by or in conjunction with Defendants or any other Released Party.

WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?
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You have the right to request exclusion from the Settlement other than the release of PAGA claims. To do so, you must fill out and submit the Opt-Out Form included in this packet to the Settlement Administrator at the following address: _____. To be valid, the Opt-Out Form must be: (1) filled out by you; (2) signed by you; and (3) must be postmarked or fax stamped by [60 days after mailing date] and returned to the Settlement Administrator at the specified address or fax number. Unless you timely request to be excluded from the Settlement, you will be bound by the judgment upon final approval of the Settlement, and you will be barred from pursuing the Settled

Claims. The Opt-Out Form will not impact your inclusion in the settlement and release of claims under the PAGA.

If you timely request to be excluded from the Settlement, you will not be entitled to receive any payment under the Settlement other than related to the PAGA if you are part of that settlement. Class Counsel will not represent your interests if you request to be excluded.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Settlement Class Member (that is, Class Member who has not asked to be excluded from the Settlement) may object to the Settlement. If you object to the Settlement, you may, but you are not required to, appear at the hearing where the Court will make a final decision whether or not to approve the Settlement ("Final Approval Hearing"). The Final Approval Hearing is scheduled to take place on _____, 2022, at _____ a.m. in Department CX105 of the Orange County Superior Court, located at the address below. The hearing may be continued (moved to another date) without further notice to you.

If you wish to object in writing, you may submit a written objection to the Settlement Administrator at the following address: _____. To be valid, the written objection 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) the basis for the objection; and (4) if the Class Member intends to appear at the Final Approval Hearing. 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.

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.***

4832-5370-9043.2 / 102223-1001

EXHIBIT B

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

OPT-OUT FORM

ONLY USE THIS FORM IF YOU DO NOT WANT TO BE
PART OF THE SETTLEMENT CLASS

Note: IF YOU REQUEST TO BE EXCLUDED FROM (I.E. “OPT OUT” OF) THE SETTLEMENT, YOU WILL NOT RECEIVE ANY MONEY FROM THE PROPOSED SETTLEMENT.

You may Opt-Out of the proposed Settlement by signing, completing and mailing this Opt-Out Form to the address below.

I, (Type or Print Name) _____,
hereby elect to be excluded from the settlement class in *Oscar Benitez et al. v. Medtronic, Inc. and Covidien LP.* I understand that by requesting to be excluded, I will not receive any benefit from the Settlement for the class action claims, but this will not exclude me or otherwise impact my inclusion in the PAGA Settlement as explained in the class notice I received.

Signature: _____

Dated: _____

Any Other Names Used During Employment at Medtronic, Inc. or Covidien LP:

Address: _____

City, State and ZIP Code: _____

Telephone No. _____

Please mail this Opt-Out Form to the Claims Administrator at the address listed below. The address of the Claims Administrator is:

[List claims administrator information].

Deadline: Your completed Opt-Out Form must be postmarked by [INSERT DATE] in order for you to be excluded from the settlement class.

EXHIBIT C

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE – CIVIL COMPLEX CENTER

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

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT AND SETTING HEARING
FOR FINAL APPROVAL OF
SETTLEMENT**

Trial Date: None Yet.

Complaint Filed: May 10, 2019 (first filing)

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

4 **IT IS HEREBY ORDERED:**

5 1. The Joint Stipulation of Class Action and PAGA Settlement and Release (the
6 “Settlement Agreement”) of Defendants Medtronic, Inc. and Covidien LP (“Defendants”) and
7 Plaintiffs Oscar Benitez, Lan Le, Shaquille Howard and Mario Jorge Estrada-Peralta (“Named
8 Plaintiffs”) (Defendants and Named Plaintiffs collectively known as the “Parties”), (attached as
9 Exhibit __ to the Declaration of [name] in Support of the Motion for Preliminary Approval of Class
10 Action Settlement filed on [date]) is preliminarily approved as the terms of the Settlement Agreement
11 fall within the range of approval as fair, adequate and reasonable. Based on a review of the papers
12 submitted by Named Plaintiffs, the Court finds that the Settlement is the result of arms-length
13 negotiations conducted after Named Plaintiffs and/or their counsel adequately investigated the claims
14 and become familiar with the strengths and weaknesses of the claims. The assistance of an
15 experienced mediator in the Settlement process supports the Court's conclusion that the Settlement is
16 non-collusive and reasonable. The Settlement is presumptively valid, subject only to any objections
17 that may be raised at the Final Fairness Hearing and Final Approval by this Court.

18 2. The following persons are conditionally certified as “Class Members” or “Class” for
19 Settlement purposes only: All current and former non-exempt employees of Defendants, either direct
20 or workers placed through a staffing agency, who worked for Defendants in the state of California
21 from October 21, 2015 through September 15, 2021, other than those who opt-out.

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

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

28 5. The Parties’ proposed notice plan is constitutionally sound and hereby approved as the

1 best notice practicable. The proposed Notice of Proposed Class Action Settlement (“Class Notice”),
2 attached as Exhibit __ to the Declaration of [name] in Support of the Motion for Preliminary Approval
3 of Class Action Settlement filed on [date], is sufficient to inform Class Members of the terms of the
4 Settlement Agreement, their rights to receive monetary payments under the Settlement Agreement and
5 the date and location of the final approval hearing. In addition, the Class Notice fairly, plainly,
6 accurately, and reasonably informs Class Members of: (1) the nature of the action, the definition of
7 the Class, the identity of Class Counsel, and essential terms of the Settlement; (2) Named Plaintiffs’
8 and Class Counsel’s applications for the class representative’s enhancement award, and Class
9 Counsel’s request for attorneys’ fees and litigation costs; (3) a formula used to determine the Class
10 Member’s estimated payment; (4) Class Members’ rights to appear through counsel if they desire; (5)
11 how to object to the Settlement or submit a request for exclusion from the settlement if a Class Member
12 wishes to do so; and (6) how to obtain additional information regarding the action and the Settlement.
13 (California Rule of Court 3.766.) The Court finds that the notice requirements of California Rule of
14 Court 3.769, subd. (f) are satisfied, and that the Class Notice adequately advises Class Members of
15 their rights under the Settlement. Counsel for the Parties are authorized to correct any typographical
16 errors in the Class Notice and make clarifications, to the extent the same are found or needed, so long
17 as such corrections do not materially alter the substance of the Class Notice and other notice
18 documents.

19 6. The Court preliminarily approves the settlement of claims under California’s Private
20 Attorney General Act or PAGA, Labor Code Section 2699, *et seq.* according to the terms and
21 conditions in the Settlement Agreement. The Court also finds that notice was provided to the LWDA.

22 7. Phoenix Class Action Settlement Administration (the “Settlement Administrator”) is
23 appointed to act as the Settlement Administrator, pursuant to the terms set forth in the Settlement
24 Agreement. The Settlement Administrator is ordered to carry out the Settlement according to the
25 terms of the Settlement Agreement and in conformity with this Order, including disseminating the
26 Notice Packet according to the notice plan described in the Settlement Agreement.

27 8. The procedures and 60-day deadline for members of the Class to request exclusion from
28 or to object to the Settlement is adopted as described in the Settlement Agreement. Any Class Member

1 who intends to object to final approval of the Settlement Agreement must submit an objection to the
2 Settlement Administrator by mail in accordance with the Settlement Agreement. Any opposition or
3 reply to an objection or the motion for final approval will be due according to California Code of Civil
4 Procedure Section 1005.

5 9. The Parties are ordered to carry out the Settlement according to the terms of the
6 Settlement Agreement.

7 10. The Motion for Final Approval of the Settlement Agreement, including requests to
8 approve the Class Representative Enhancement payment and Class Counsel's request for attorneys'
9 fees and costs, shall be filed and served no later than _____, 2022.

10 11. A final approval hearing will be held on _____, 2022, at 8:30 a.m., to
11 determine whether the Settlement Agreement should be granted final approval as fair, reasonable, and
12 adequate as to the Settlement Class Members. The Court reserves the right to continue the date of the
13 final approval hearing without further notice to the Class Members. The Court retains jurisdiction to
14 consider all further applications arising out of or in connection with the Settlement Agreement.

15 12. In the event the Settlement is not fully and finally approved, or otherwise does not
16 become effective in accordance with the terms of the Settlement Agreement, this Order shall be
17 rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as
18 of before entering into the Settlement Agreement. If the Settlement does not become final for any
19 reason, the fact that the Parties were willing to stipulate to settlement and the circumstances,
20 proceedings and documents related to the proposed settlement and shall have no bearing on, and will
21 not be admissible in connection with litigation, whether through issue preclusion or estoppel or
22 otherwise.

23
24 Dated: _____

HON. PETER WILSON
JUDGE, ORANGE COUNTY SUPERIOR
COURT

25
26 4843-1424-6901.1 / 102223-1001
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EXHIBIT D

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE 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

**[PROPOSED] ORDER RE FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND SETTING HEARING
FOR FINAL APPROVAL OF
SETTLEMENT**

Trial Date: None Yet.

Complaint Filed: May 10, 2019 (first filing)

1 On _____, 202_ at _____ a.m., a hearing was held on the motion of Oscar Benitez,
2 Lan Le, Shaquille Howard and Mario Jorge Estrada-Peralta (“Named Plaintiffs”), for preliminary
3 approval of the proposed class action settlement reached between Named Plaintiffs and Defendants
4 Medtronic, Inc. and Covidien LP (“Defendants”) (collectively, the “Parties”). Preliminary approval
5 was granted. This matter having come before this Court for hearing on ____, 2022 at ____ a.m. on
6 Named Plaintiffs’ unopposed Motion for Final Approval of Class Action Settlement, as set forth in
7 the Parties’ Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement
8 Agreement”), pursuant to the Order Preliminarily Approving Class Action Settlement and Setting
9 Hearing for Final Approval of Settlement (“Preliminary Approval Order”), adequate notice having
10 been given as required in said Order, and the Court having considered all papers filed and proceedings
11 had herein, and good cause appearing therefor, it is ORDERED, ADJUDGED AND DECREED
12 THAT:

13 1. The Court has jurisdiction over the subject matter of the action and all parties.

14 2. Based on a review of the papers submitted by Plaintiffs and a review of the applicable
15 law, the Court finds that the Gross Settlement Amount of Seven Million Dollars and Zero Cents
16 (\$7,000,000.00), and the terms set forth in the parties’ Settlement Agreement are fair, reasonable, and
17 adequate. The Settlement Agreement is attached hereto as “**Exhibit A**” and is hereby incorporated
18 into this Order as though fully set forth herein. Except as otherwise specified herein and for purposes
19 of this Order, the terms used in this Order have the meaning assigned to them in the Settlement
20 Agreement and Notice of Proposed Class Action Settlement and Fairness Hearing (“Class Notice”).

21 3. The Court has determined that the Class Notice provided to the Class pursuant to the
22 Preliminary Approval Order fully and accurately informed all Class Members of the material elements
23 of the proposed Settlement, constituted the best notice practicable under the circumstances, and
24 constituted valid, due and sufficient notice to all Class Members.

25 4. The Court hereby grants full, unconditional and final approval of the Settlement as fair,
26 reasonable and adequate in all respects, determines that the Settlement was made in good faith and in
27 the best interests of the Parties, and orders the Parties to effectuate the Settlement in accordance with
28 the terms of the Settlement Agreement. The Court further finds that the Settlement was the result of

1 arm's-length negotiations conducted after Class Counsel had thoroughly and adequately investigated
2 the claims and became familiar with the strengths and weaknesses of those claims. In particular, the
3 amount of monies allocated to the Class Members, and the assistance of an experienced mediator in
4 the settlement process, among other factors, support the Court's conclusion that the Settlement is fair,
5 reasonable, and adequate. The amounts agreed to be paid by Defendants, including the Settlement
6 Payments to be paid to Settlement Class Members as provided for by the Settlement Agreement, are
7 fair and reasonable under the facts of this case.

8 5. Pursuant to California Rule of Court 3.769(d), this Court makes final the conditional
9 class certification contained in the Preliminary Approval Order, and thus certifies a class defined as:
10 Any and all non-exempt hourly-paid employees currently and/or formerly employed by Defendants,
11 either direct or placed through a staffing agency, at any time during the Class Period from October 21,
12 2016 through September 15, 2021 (the "Class Period").

13 6. The Named Plaintiffs are appointed as representatives for the Class Members, and
14 Douglas Han and Shunt Tatavos-Gharajeh of the Justice Law Corporation and James Hawkins and
15 Christina Lucio of James Hawkins APLC are appointed as Class Counsel.

16 7. The Court hereby finds that the Class Notice and all related documents have been
17 mailed to all Class Members as previously ordered by the Court, and that such Class Notice fairly and
18 adequately described the terms of the proposed Settlement Agreement, the manner in which Class
19 Members could object to or participate in the Settlement, and the manner in which Class Members
20 could opt out of the Class; was the best notice practicable under the circumstances; was valid, due and
21 sufficient notice to all Class Members; and complied fully with California Rule of Court 3.769, due
22 process and all other applicable laws. The Court further finds that a full and fair opportunity has been
23 afforded to Class Members to participate in the proceedings convened to determine whether the
24 proposed Settlement Agreement should be given final approval. Accordingly, the Court hereby
25 determines that all Class Members who did not file a timely and proper request to be excluded from
26 the Settlement are bound by this Order.

27 8. The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to
28 the Class, Named Plaintiffs and Defendants. The Court further finds that the Settlement is the product

1 of good faith, intensive, serious, non-collusive, and arm's-length negotiations between the parties, is
2 supported by an evidentiary record, experienced and qualified Class Counsel who were assisted by an
3 experienced mediator, and all Settlement Class Members, and confers a significant financial benefit
4 to the Class commensurate with the likely recovery if Named Plaintiffs prevailed at trial and the risks
5 of continued litigation. The Court further finds that the Settlement Agreement is consistent with public
6 policy, and fully complies with all applicable provisions of law, including the provisions of California
7 Code of Civil Procedure Section 382 and California Rule of Court 3.760. The nature of the claims,
8 the strength of Defendants' defenses, the amounts paid under the Settlement, the allocation of
9 settlement proceeds among the Class Members and the fact that a settlement represents a compromise
10 of the Parties' respective positions rather than the result of a finding of liability at trial all support the
11 Court's decision granting final approval. The following factors also support the decision granting
12 final approval: the risk, expense, complexity and likely duration of further litigation; the risk of
13 attaining and maintaining class action status throughout the proceedings; and the extent of discovery
14 completed and the stage of the proceedings.

15 9. The reaction of the Class Members to the proposed Settlement further supports the
16 Court's decision granting Final Approval. The Court is satisfied with the settlement administration
17 statistics and the explanation for those statistics provided by _____ by way of the Declaration of
18 _____.

19 10. The Court also hereby approves payment of up to _____ (up to \$ _____
20 requested) to Phoenix Class Action Settlement Administration, the appointed Settlement
21 Administrator, for the services it has rendered and will render in administering the Settlement as
22 described more fully in the Settlement Agreement, payable pursuant to the Settlement Agreement.
23 The court also awards \$ _____ to each Named Plaintiff as an enhancement and for a general release,
24 payable pursuant to the Agreement.

25 11. The Court also awards \$ _____ (up to \$2,333,333 requested) in Class Counsel
26 fees and \$ _____ in costs (up to \$55,000 requested) pursuant to Class Counsel's application,
27 payable pursuant to the Agreement.
28

1 12. Pursuant to California Labor Code Section 2698, et seq., the Court also hereby
2 approves allocation of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) of the Gross
3 Settlement Amount as to resolve the claims under the Private Attorneys General Act ("PAGA") and
4 resolve and settle the Settled PAGA Claims, and 75% of that amount, or Three Hundred and Seventy-
5 Five Thousand Dollars and Zero Cents (\$375,000.00), shall be paid to the California Labor &
6 Workforce Development Agency ("LWDA"), while the remainder shall be paid to PAGA Members
7 as directed in the Settlement Agreement, payable pursuant to the Agreement. Requests for Exclusion
8 will have no impact on the settlement of the claims under the PAGA as approved by the Court. All
9 released PAGA claims will be released for all aggrieved employees irrespective of whether a Class
10 Member submits a Request for Exclusion.

11 13. The Settlement Administrator, Phoenix Class Action Administration, shall calculate
12 and administer from the Net Settlement Amount individual Settlement Payments to be made to the
13 Settlement Class Members (including the allocation from the Gross Settlement Amount of such
14 amounts between taxable wages, interest and penalties, as specified in the Settlement Agreement),
15 attorneys' fees and costs to Class Counsel, enhancement award to the Class Representative, and PAGA
16 payment to the LWDA all of which shall be deducted from the Gross Settlement Amount. A total of
17 approximately \$_____ will be distributed to the Settlement Class Members. Phoenix Class
18 Action Administration is hereby directed to take all other actions in furtherance of the settlement
19 administration as specified in the Settlement Agreement.

20 14. The releases, waivers and covenants not to sue by the Named Plaintiffs and Settlement
21 Class Members, as set forth in the Settlement Agreement (including but not limited to paragraphs 53
22 to 55 of the Settlement Agreement and all corresponding definitions) and in the Class Notice, are
23 approved and are hereby incorporated by reference and made a part of this Order as though fully set
24 forth herein. As more specifically set forth in the Settlement Agreement, by operation of the entry of
25 this Order and pursuant to the Settlement, Named Plaintiffs and Settlement Class Members waive and
26 release the Settled Claims as set forth in the Settlement Agreement, which are barred pursuant to this
27 Order, and Named Plaintiffs and Settlement Class Members are permanently barred jointly and
28

severally from prosecuting against Defendants and Released Parties any and all of the Named Plaintiffs' and Settlement Class Members' Settled Claims.

15. The Court approves the settlement of claims under California's Private Attorney General Act or PAGA, Labor Code Section 2699, *et seq.* according to the terms and conditions in the Settlement Agreement. As more specifically set forth in the Settlement Agreement, by operation of the entry of this Order and pursuant to the Settlement, Named Plaintiffs and PAGA Members waive and release the Settled PAGA Claims as set forth in the Settlement Agreement, which are barred pursuant to this Order, and Named Plaintiffs and PAGA Members are permanently barred jointly and severally from prosecuting against Defendants and Released Parties any and all of the Named Plaintiffs' and Settlement PAGA Claims.

16. All rights to appeal this Order have been waived except as specifically permitted in the Settlement Agreement.

17. Nothing in this Order shall preclude any action to enforce the Parties' obligations under the Settlement or under this Order or alter or impact any existing arbitration agreements between Defendants and any Class Member for claims not released by this Order and Judgment.

18. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties.

19. Without affecting the finality of the Judgment in any way, the Court reserves exclusive and continuing jurisdiction over the action under Section 664.6 of the Code of Civil Procedure and California Rule of Court 3.769 and the Parties for purposes of supervising the implementation, enforcement, construction, administration and effectuation of the Settlement Agreement.

20. Notice of entry of this Order shall be given to Class Counsel on behalf of Named Plaintiffs and all Settlement Class Members. It shall not be necessary to send notice of entry of this Order to Class Members.

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1 21. The deadline for filing a report regarding the distribution of funds pursuant to the
2 Settlement Agreement is _____.

3 IT IS SO ORDERED.

4 Dated: _____

HON. PETER WILSON
JUDGE, ORANGE COUNTY SUPERIOR
COURT
EXHIBIT A (Settlement Agreement)

7 4820-2199-4229.1 / 102223-1001

Exhibit 2

Nicole Miccolis

From: Christina Lucio
Sent: Monday, October 25, 2021 1:54 PM
To: Staff
Subject: FW: Thank you for your Proposed Settlement Submission

--

Christina Lucio
James Hawkins APLC
9880 Research Dr., Suite 200
Irvine, California 92618

Office Tel: [\(949\) 387-7200](tel:(949)387-7200)
Direct Fax: [\(949\) 387-6676](tel:(949)387-6676)

Christina@Jameshawkinsaplc.com

This email may contain privileged or confidential information and is for the sole use of the intended recipient(s). If you are not the intended recipient, any disclosure, copying, distribution, or use of the contents of this information is prohibited and may be unlawful. If you have received this electronic transmission in error, please reply immediately to the sender that you have received the message in error, and delete it. Thank you.

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit
<lwdadonotreply@dir.ca.gov>
Date: Monday, October 25, 2021 at 9:54 AM
To: Christina Lucio <christina@jameshawkinsaplc.com>
Subject: Thank you for your Proposed Settlement Submission

10/25/2021 09:53:57 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

Nicole Miccolis

From: Christina Lucio
Sent: Saturday, October 23, 2021 10:11 AM
To: Staff
Subject: Fwd: Thank you for your Proposed Settlement Submission

Medtronic?

Sent from my iPhone

Begin forwarded message:

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Date: October 23, 2021 at 9:49:20 AM PDT
To: Christina Lucio <christina@jameshawkinsaplc.com>
Subject: Thank you for your Proposed Settlement Submission
Reply-To: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>

10/23/2021 09:49:08 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm