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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

CHRISTINA COCOTIS-ANDRADE,
individually, and on behalf of other members
of the general public similarly situated, and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act; NYCOLE TORRES,
individually, and on behalf of members of the
general public similarly situated;

Plaintiffs,

v.

CARL ZEISS MEDITEC, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: RG18927500

Honorable Tara Desautels
Department 23

CLASS ACTION

**DECLARATION OF VARTAN MADOYAN
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiffs' Motion for Preliminary Approval of
Class Action Settlement; Declarations of
Proposed Class Representatives (Christina
Cocotis-Andrade and Nycole Torres); and
[Proposed] Order filed concurrently herewith]

Date: August 1, 2024
Time: 10:00 a.m.
Department: 23
Reservation ID no.: A-18927500-004

Complaint Filed: November 5, 2018
FAC Filed: December 27, 2018
SAC Filed: December 22, 2021
TAC Filed: May 3, 2024
Jury Trial Date: None Set

DECLARATION OF VARTAN MADOYAN

I, Vartan Madoyan, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Christina Cocotis-Andrade and Nycole Torres (“Plaintiffs”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is the attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. The firm is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiffs in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior

1 Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA
2 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
3 From approximately September 2002 to approximately December 2002, he served as a Judicial
4 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
5 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
6 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
7 Appellate District. In December of 2004, he obtained a license to practice law from the California
8 State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he
9 has almost exclusively focused on the prosecution of consumer and employment class actions,
10 involving wage-and-hour claims, race discrimination, unfair business practices, or consumer
11 fraud. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel,
12 he has successfully litigated cases involving the executive, administrative, and other overtime
13 exemptions to the State of California and federal overtime compensation requirements. Under his
14 supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested
15 motion practice in approximately fifteen (15) cases in the last decade, and litigated over 1,000
16 class action or representative action cases.

17 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
18 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
19 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
20 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
21 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
22 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
23 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
24 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
25 of the State of California and all United States District Courts in the State of California. He has
26 worked on many wage-and-hour class action and representative action cases, taking the lead in
27 taking and defending depositions, arguing motions, and attending mediations. He has played an
28 integral role in preparing matters for class certification, including and not limited to, successful

1 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
2 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
3 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
4 RG13680477). He has worked on over one hundred (100) class action or representative action
5 cases which have resulted in settlement, including and not limited to those listed in paragraph 7
6 herein.

7 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
8 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
9 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
10 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
11 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
12 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
13 Court. She has taken and defended dozens of depositions and successfully handled motion practice
14 in class action cases regarding discovery (including and not limited to, regarding class contact
15 information), class certification (both contested class certification and stipulated class
16 certification), arbitration agreements, coordination, intervention. She has successfully handled
17 briefing and oral argument on appeal and obtained notable decisions regarding the Private
18 Attorneys General Act and employer efforts to compel arbitration of PAGA claims, e.g., *Roberto*
19 *Betancourt v. Prudential Overall Supply* (Cal., May 24, 2017) 9 Cal.App.5th 439 (Cal. Ct. App.,
20 Mar. 7, 2017), cert. denied, cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*
21 (2019) 8 Cal.5th 175. She also has extensive experience with class action and/or representative
22 action settlements. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, the firm has
23 handled the class certification and court approval process for hundreds of class action and/or
24 representative action matters that have successfully resolved. She is a member of the California
25 Employment Lawyers Association.

26 6. I, Vartan Madoyan, am a Member of Lawyers for Justice, PC. I received my
27 Bachelor of Arts degree in Economics from the University of California, San Diego in 2007, and
28 a Juris Doctor degree from Loyola Law School in 2011, graduating with Cum Laude and Order of

the Coif honors. I am admitted to practice before all courts in the State of California and all U.S. District Courts in California. I externed for the Honorable Victoria S. Kaufman of the United States Bankruptcy Court, Central District of California, from June 2009 to August 2009. I externed for the Honorable Gary A. Feess of the United States District Court, Central District of California, from January 2010 to May 2010. From 2011 through and including the present, I have practiced almost exclusively on complex wage and hour class action and PAGA action matters in California. From October 2011 to June 2013, I was an Associate at Littler Mendelson's Century City, California office, working for one of the largest employer-side labor and employment law firms in the United States. From July 2013 to March 2014, I was an Associate at Sheppard, Mullin, Richter & Hampton's Century City, California office. From March 2014 to July 2023, I worked as an Associate and then as Counsel at Baker Hostetler LLP's Los Angeles office. From August 2023 to the present, I have been a Member of Lawyers for Justice, PC. I have taken and defended dozens of depositions and successfully handled motion practice in class action and PAGA cases regarding discovery (including and not limited to motions regarding class contact information), class certification (both contested class certification and stipulated class certification), dispositive motions, arbitration agreements, coordination, and intervention. I have successfully handled a complex wage and hour class action and PAGA case through a trial verdict in the matter of *Estrada v. Royalty Carpet Mills*, Orange County Superior Court, Case No. 30-2013-00692890. I have also successfully handled briefing on appeal regarding employer efforts to compel arbitration. *TitleMax of Cal. v. Pena*, California Court of Appeals for the Fifth District, Case No. F084706 (Cal. Ct. App. March 28, 2023) (unpublished decision). Further, I have extensive experience with settlements of class actions and PAGA actions and have handled and supervised this process in over seventy-five (75) cases.

**EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND
REPRESENTATIVE ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers for Justice, PC ("LFJ") has achieved on behalf of its clients:

1 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a major property management company involving allegations
3 of misclassification of various “manager” positions. On September 20, 2010, the court granted
4 final approval of the class action settlement. The Los Angeles County Superior Court Case
5 Number is BC400414.

6 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class action against a national retailer of household items involving allegations of
8 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
9 granted final approval of the class action settlement. The Los Angeles County Superior Court
10 Case Number is BC413498.

11 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class action against a national property management company involving
13 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
14 granted final approval of the class action settlement. The Los Angeles County Superior Court
15 Case Number is BC430918.

16 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
17 wage-and-hour class action against a national retailer involving allegations of misclassification of
18 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
19 certification. On August 26, 2013, the court granted final approval of the class action settlement.
20 The Los Angeles County Superior Court Case Number is BC424012.

21 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
22 wage-and-hour class and PAGA representative action against a bank, involving allegations of
23 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
24 granted final approval of the class and PAGA representative action settlement. The Kern County
25 Superior Court Case Number is S-1500-CV-273194-LHB.

26 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
27 wage-and-hour class and PAGA representative action against a national wholesale distributor of
28 plumbing and builder supplies, involving allegations of misclassification of multiple salaried

1 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
2 representative action settlement. The Sacramento County Superior Court Case Number is 34-
3 2012-00136285.

4 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
5 wage-and-hour class action against a multinational corporation that provides global workplace
6 solutions, involving allegations of misclassification of the “Operations Manager” position. On
7 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
8 County Superior Court Case Number is BC478769.

9 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
10 wage-and-hour class and PAGA representative action against a national retailer of household
11 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
12 final approval of the class and PAGA representative action settlement. The San Francisco County
13 Superior Court Case Number is CGC-13-532344.

14 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
15 wage-and-hour class and PAGA representative action involving allegations of misclassification of
16 the salaried residential “Property Manager” position. On September 17, 2015, the court granted
17 plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of
18 the class and PAGA representative action settlement. The Los Angeles County Superior Court
19 Case Number is BC474784.

20 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class and PAGA representative action against a national retailer of upscale
22 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
23 granted final approval of the class and PAGA representative action settlement. The Los Angeles
24 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
25 Coordination Proceeding Number is 4794.

26 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
28

1 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
2 settlement. The Los Angeles County Superior Court Case Number is BC488069.

3 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
5 involving allegations of misclassification of the “Department Manager” position. On August 12,
6 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
7 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
8 County Superior Court Case Number is RG13680477.

9 m) LFJ represented the plaintiff in a PAGA representative action against a real
10 estate and property management company, on behalf of non-exempt employees. On November 4,
11 2016, the court granted approval of the PAGA representative action settlement. The Orange
12 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

13 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
15 exempt employees. On November 18, 2016, the court granted final approval of the class and
16 PAGA representative action settlement. The San Francisco County Superior Court Case Number
17 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

18 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
19 representative action against a foodservice distributor, on behalf of non-exempt employees. On
20 January 26, 2017, the court granted final approval of the class and PAGA representative action
21 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

22 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
23 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
24 employer’s motion to compel arbitration, which resulted in a published opinion by the California
25 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
26 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, *review denied, cert. denied* (U.S. Supreme Court
27 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
28 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

1 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a consumer packaging company, on
3 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
4 and PAGA representative action settlement. The Los Angeles County Superior Court Case
5 Number is BC590429.

6 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a manufacturer of food service
8 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
9 approval of the class and PAGA representative action settlement. The Orange County Superior
10 Court Case Number is 30-2015-00810013-CU-OE-CXC.

11 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a lumber and hardware company on
13 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
14 and PAGA representative action settlement. The Orange County Superior Court Case Number is
15 30-2014-00747750-CU-OE-CXC.

16 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a property management company, on behalf of non-exempt
18 employees. On June 14, 2017, the court granted final approval of the class and PAGA
19 representative action settlement. The Los Angeles County Superior Court Case Number is
20 BC586234.

21 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
22 representative action against a food company on behalf of non-exempt employees. On June 30,
23 2017, the court granted final approval of the class and PAGA representative action settlement. The
24 Sacramento County Superior Court Case Number is 34-2015-00175871.

25 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
26 representative action against a chocolate company on behalf of non-exempt employees. On July
27 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
28 The Alameda County Superior Court Case Number is RG15764300.

1 w) LFJ represented the plaintiff in a PAGA representative action, against the
2 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
3 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
4 Los Angeles County Superior Court Case Number is BC569664.

5 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
6 representative action against a manufacturer of plastic containers on behalf of non-exempt
7 employees. On October 31, 2017, the court granted final approval of the class and PAGA
8 representative action settlement. The Los Angeles County Superior Court Case Number is
9 BC577233.

10 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
11 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
12 employees. On December 11, 2017, the court granted final approval of the class and PAGA
13 representative action settlement. The Los Angeles County Superior Court Case Number is
14 BC569646.

15 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class and PAGA representative action against a property management company
17 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
18 approval of the class and PAGA representative action settlement. The Los Angeles County
19 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
20 Number is 4819.

21 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class and PAGA representative action against a global provider of flexible office
23 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
24 representative action settlement. The Los Angeles County Superior Court Case Number is
25 BC498401.

26 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
27 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
28 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare

County Superior Court Case Number is VCU264528.

cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a behavioral health service provider on behalf of non-exempt employees. On November 13, 2018, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG16811450.

dd) LFJ, in association with co-counsel therein, represented the plaintiff in a PAGA representative action against a global provider of products and services to the energy industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court granted approval of the PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-280215-SDC.

ee) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class action against a parking company on behalf of non-exempt employees. On September 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is 4886.

ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

1 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a
2 wage-and-hour class and PAGA representative action against a medical equipment supplier on
3 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
4 for class certification and certified a class. The San Bernardino County Superior Court Case
5 Number is CIVDS1505744.

6 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
7 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
8 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
9 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
10 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval
11 of the PAGA representative action settlement. The San Diego County Superior Court Case
12 Number is 34-2015-00175330.

13 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
14 wage-and-hour class and PAGA representative action against a large national drug testing
15 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
16 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
17 granted final approval of the class and PAGA representative action settlement. The San Diego
18 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

19 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
20 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
21 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
22 court granted in part the plaintiff's motion for class certification and certified a class. The
23 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
24 Judicial Council Coordination Proceeding Number is 4930.

25 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class action against manufacturer and supplier of power products and services on
27 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
28 for class certification and certified a class. On August 27, 2021, the court granted final approval

1 of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
2 00025968-CU-OE-CTL.

3 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
4 nutritional products manufacturer on behalf of non-exempt production line employees. On
5 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
6 certified a class. The Solano County Superior Court Case Number is FCS051001.

7 nn) LFJ represents the plaintiffs in a wage-and-hour class action against a
8 manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the
9 restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July
10 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The
11 Los Angeles County Superior Court Case Number is BC707670.

12 **BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT**

13 8. Marked and attached hereto as "**EXHIBIT 1**" is the Settlement Agreement and
14 Release ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between
15 Plaintiffs, on the one hand, and Defendant Defendant Carl Zeiss Meditec, Inc. ("Defendant")
16 (collectively, the "Parties"), on the other hand. The Parties and their counsel have approved the
17 proposed Notice of Proposed Class Action Settlement ("Class Notice"), which is attached to the
18 Settlement Agreement as "Attachment 1" and respectfully request that the Court approve it as
19 well.

20 9. Based on information provided by Defendant, the Class is estimated to consist of
21 approximately 492 individuals who worked a total of 84,341 workweeks during the Class Period,
22 and the PAGA Group worked a total of 29,687 workweeks and 14,928 pay periods during the
23 PAGA Period. Pursuant to meet and confer discussions between myself and Defense Counsel,
24 Defendant represents that the Class Period and PAGA Period end on July 21, 2023 pursuant to
25 operation of the Escalator Provision contained in the Settlement Agreement (Section III.E.3).

26 10. The effectiveness of Lawyers for Justice, PC ("Class Counsel") in prosecuting this
27 matter has translated into tangible monetary benefits in the following respects: (1) Class Members,
28 the State of California, and PAGA Group members guaranteed recovery as opposed to waiting

1 additional years for the same, or possibly worse, result or a defense verdict; (2) a guaranteed result
2 that compares favorably with other complex wage-and-hour class and/or representative action
3 settlements of similar type given the strengths and weaknesses of the case; and (3) significant
4 savings in attorneys' fees and/or costs that would have only increased significantly had the case
5 progressed through certification, trial, and/or appeals.

6 11. Since the above-captioned action was commenced, Class Counsel has litigated the
7 case for over five (5) years, and was actively preparing the matter for class certification and trial,
8 prior to reaching the Settlement. The Parties have engaged in extensive settlement negotiations
9 and participated in a formal, full-day mediation conducted by Gig Kyriacou, Esq, a well-respected
10 mediator experienced in mediating complex labor and employment matters. In the course of
11 litigation, mediation, and settlement discussions, the Parties exchanged extensive information and
12 engaged in discussions regarding their evaluations of the case and various aspects of the case,
13 including but not limited to, the risks and delays of further litigation, the risks to the Parties of
14 proceeding with class certification and/or representative adjudication, the law relating to class
15 certification, off-the-clock theory, meal and rest periods, representative PAGA actions, and wage-
16 and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility
17 of appeals, among other things. During all settlement discussions, the Parties conducted their
18 negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable
19 to all Parties was not easy. Defendant and its counsel felt strongly about Defendant's ability to
20 prevail on the merits and at certification, and Plaintiffs and Class Counsel believed that they would
21 be able to obtain class certification and prevail at trial. After conducting extensive investigations,
22 formal and informal discovery, exchange of information, and settlement negotiations, and with the
23 aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for
24 settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and
25 risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and
26 adequate resolution of the Released Class Claims of Plaintiffs and Settlement Class Members, and
27 of the Released PAGA Claims of Plaintiffs, PAGA Employees, and the State of California, with
28 respect the Released Parties.

12. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and was preparing for class certification and trial. Class Counsel conducted significant investigation and formal and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of documents and data obtained from Defendant, Plaintiffs, and other sources. Class Counsel propounded multiple sets of formal written discovery requests onto Defendant (specifically, Requests for Production of Documents, (Sets One and Two); Special Interrogatories, (Sets One, Two, and Three); and Form Interrogatories, (Sets One and Two)) and noticed the depositions of Defendant's Person Most Knowledgeable designees along with accompanying requests for production of documents, on Defendant. The volume of information, data and documents that Class Counsel reviewed and analyzed included and was not limited to: employment records of Plaintiffs, a detailed sampling of Class Members' time and pay data, job descriptions, internal memorandum, multiple iterations of Defendant's Employee Handbook, training materials, Settlement Agreement and Releases presented by Defendant to Defendant's current employees, company policy acknowledgements (including, but not limited to, Employee Handbook Acknowledgment, Sexual Harassment Prevention Policy Acknowledgment, Acknowledgment of Compliance), operations and employment practices, forms (including, but not limited to, Meal Period Form), procedures, and procedure documents, policies (including, but not limited to, Wage and Hour Policy, Travel & Entertainment Policy, Variable Compensation System, Time and Pay Policies), among other information and documents. Class Counsel propounded multiple sets of formal written discovery requests on Defendant, noticed and took the deposition of Defendant's Person Most Knowledgeable designees regarding organizational structure and job duties. Class Counsel responded to Defendant's formal written discovery requests and attended and defended multiple depositions, including that of Plaintiff Cocotis-Andrade. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production of documents and data prior to the mediation. Class Counsel also drafted Plaintiffs' mediation brief and prepared for and attended court proceedings, settlement negotiations, and the mediation, among other tasks. Class Counsel also filed a motion for class certification in the

1 above-captioned action.

2 13. Counsel for the Parties have also invested time researching and investigating the
3 applicable law, which is often evolving as it relates to class certification, representative PAGA
4 claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
5 Plaintiffs' claims and damages, and Defendant's defenses thereto, as well as facts discovered.
6 Based on Class Counsel's analysis, the result achieved in this litigation is fair, adequate, and
7 reasonable.

8 14. The Settlement provides for a Gross Settlement Amount of One Million Seven
9 Hundred Ten Thousand Dollars (\$1,710,000). The Net Settlement Amount is the Gross Settlement
10 Amount less the following amounts subject to approval by the Court: Class Counsel Attorney Fees
11 and Expenses, Incentive Awards, Administrative Expenses, and PAGA Payment. Assuming that
12 the amounts allocated under the Settlement toward these payments are awarded by the Court, the
13 Net Settlement Amount that will be available for distribution to Qualified Class Members is
14 currently estimated to be Eight Hundred Ninety-Six Thousand Five Hundred Dollars and No Cents
15 (\$896,500.00). Additionally, as to PAGA, 75% of the PAGA Payment (i.e., \$112,500.00) will be
16 distributed to the Labor Workforce Development Agency ("LWDA") and 25% of the PAGA
17 Payment (i.e., \$37,500.00), will be distributed to the PAGA Group. The Gross Settlement Amount
18 will be fully distributed to Qualified Class Members and PAGA Payment will be fully distributed
19 to the California Labor and Workforce Development Agency and the PAGA Group, in accordance
20 with the terms of the Settlement.

21 15. The Parties have obtained multiple quotes from settlement administrators and agreed
22 to retain Phoenix Settlement Administrators, ("Phoenix" or Settlement Administrator") to handle
23 the notice and settlement administration process. The Parties respectfully request that the Court
24 appoint Phoenix to handle these procedures and serve as the Settlement Administrator. Defendant
25 will provide the Settlement Administrator with the following information: (1) the full name, and
26 last known address and full social security number of all Class Members; and (2) the information
27 necessary to determine the estimated settlement allocation of each Class Member and PAGA
28

1 Group member, including without limitation, the total number of workweeks worked by each
2 Class Member during the Class Period and the total number of pay periods worked by each
3 member of PAGA Group during the PAGA Period (the “Database”). The Parties agree that the
4 workweeks allocated to each Class Member, and pay periods allocated to each PAGA Group
5 member, may be determined using the best information reasonably available, including
6 timekeeping and/or payroll records, as well as reasonable extrapolation from available
7 information, including dates of employment, and by calculating the number of pay periods by
8 dividing the number of workweeks by two and rounding up to the nearest whole pay period. The
9 Settlement Administrator will calculate each Class Member’s estimated share of the Net
10 Settlement Amount (“Individual Settlement Amount”) and each PAGA Group member’s
11 estimated share of the 25% of the PAGA Payment. The Settlement Administrator will also mail
12 the Class Notice to Class Members; post notice of entry of final order and judgment certifying the
13 Class Settlement and approving this Settlement Agreement; handle inquiries from Class Members
14 concerning the Class Notice; determine Individual Settlement Amounts; determine individual
15 payment to members of the PAGA Group; maintain the Settlement funds in an appropriate interest-
16 bearing account; prepare, administer, and distribute individual payments to members of PAGA
17 Group; distribute the portion of the PAGA Payment payable to the LWDA, issue a final report,
18 and perform such other duties as the Parties may direct. Administrative Expenses are currently
19 estimated not to exceed Ten Thousand Dollars and No Cents (\$10,000.00), based on information
20 provided by the Settlement Administrator, which will be paid out of the Gross Settlement Amount,
21 subject to approval of the Court.

22 16. Based on investigation and information discovered, Class Counsel believes that
23 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
24 that Defendant, with respect to Plaintiffs and the Class Members, and the PAGA Group *inter alia*,
25 failed to pay all overtime, minimum, and regular wages, failed to provide compliant meal and rest
26 periods and associated premium pay, failed to timely pay wages upon termination of employment,
27 failed to pay wages due as agreed upon under statute or contract, failed to provide compliant wage
28 statements, and failed to reimburse necessary business-related expenses, and thereby engaged in

1 unfair business practices in violation of California Business and Professions Code section 17200,
2 *et seq.* based on the aforementioned, violations of the California Labor Code based on the
3 aforementioned, but not limited to California Labor Code sections 201, 201.3, 201.5, 202, 203,
4 204, 210, 225.2, 226, 226.3, 2267, 248.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2,
5 1197 *et seq.*, 1197.1, 1198, 1199, 2802, and violations of the industrial Welfare Commission Wage
6 Orders and California Code of Regulations, Title 8, section 11000 *et seq.*, and conduct giving rise
7 to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor
8 Code sections 2698, *et seq.*). Plaintiffs also asserted that Class Members and the PAGA Group
9 were expected to perform similar job duties and were subject to the same or similar operations and
10 employment policies, practices, and procedures. Additionally, Plaintiffs asserted that Defendant's
11 recordkeeping practices with respect to Plaintiffs, Class Members and the PAGA Group were
12 substantially the same during the time period at issue. As a result of said alleged uniform practices,
13 Plaintiffs claims that Class Members and the PAGA Group were not paid all of the compensation
14 that was owed to them by Defendant. Thus, in Class Counsel's view, the outcome of this litigation
15 would be determined by Defendant's uniform operations and employment practices, policies, and
16 procedures that Plaintiffs alleges applied across Defendant's non-exempt employees in California
17 during the relevant time period.

18 17. Class Counsel is aware of the defenses and position of Defendant, but believes that
19 Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and Class
20 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
21 and the difficulties and delays inherent in such litigation, including those involved in class
22 certification and/or representative adjudication. Plaintiffs and Class Counsel further recognize the
23 burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's
24 defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiffs and Class
25 Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the
26 mediator, who is experienced and well-regarded in complex labor and employment matters.

27 18. Defendant, on the other hand, denied and continues to deny any liability and
28 wrongdoing of any kind associated with the allegations in the lawsuit, and further denies that the

lawsuit is appropriate for class treatment or representative adjudication for any purpose other than the Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have also had the opportunity to conduct investigations and gather documents and information relating to Plaintiffs' and putative class members' employment with Defendant, and Defendant's operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed a large volume of documents and data, including but not limited to a detailed sampling of Class Members' time and pay information, to determine the potential value and strength of the claims. The available information enabled Class Counsel to assess and value the class and PAGA claims and prepare violation, damages, and penalties analyses and models. Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the Class and PAGA claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification, trial, and/or appeals.

19. The Settlement Agreement provides for Class Counsel to apply for Class Counsel Attorney Fees and Expenses in an amount of up to Thirty-Five percent (35%) of the Gross Settlement Amount (i.e., \$598,500.00) and expenses and costs in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00), which will be paid out of the Gross Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

20. The Settlement Agreement provides for payment of up to Ten Thousand Dollars and No Cents (\$10,000.00) each to Plaintiffs as Incentive Awards, to be paid out of the Gross Settlement Amount subject to approval by the Court. Plaintiffs spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel needed them, and actively tried to obtain and provide information that would facilitate the pursuit

1 of the Class and PAGA claims. Accordingly, it is appropriate and just for Plaintiffs to receive
2 Incentive Awards, in addition to their Individual Settlement Payments, and/or Individual PAGA
3 Payments, for services performed in the matter on behalf of the Class, State of California, and
4 PAGA Group members.

5 21. Pursuant to Labor Code Section 2699(l), Class Counsel submits the proposed
6 settlement to the LWDA through its online system.

7 22. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
8 in the best interests of Plaintiffs, the Class, PAGA Group members, and the State of California.
9 Class Counsel further submits that the Settlement is within an acceptable range of recovery for
10 this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks
11 of further litigation, and the costs and risks associated with class certification, representative
12 adjudication, trial, and/or appeals.

13 I declare under penalty of perjury under the laws of the State of California that the
14 foregoing is true and correct.

15 Executed on this 10th day of July 2024 at Glendale, California.

16 

17 _____
Vartan Madoyan

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement (“Settlement Agreement”) is made by and between Plaintiffs *Christina Cocotis-Andrade and Nycole Torres* (“Plaintiffs”) and Defendant *Carl Zeiss Meditec, Inc.* (“Defendant”) in connection with the cases defined as: (1) *Lori Coleman, et al. v. Carl Zeiss Meditec, Inc.*, filed in the Superior Court of the State of California, County of Alameda, Case No. RG18972500 (“Coleman Class Case”); (2) *Christina Cocotis-Andrade v. Carl Zeiss Meditec, Inc.*, filed in the Superior Court of the State of California, County of Alameda, Case No. RG21089921 (“Cocotis-Andrade PAGA Case”); and (3) *Nycole Torres v. Carl Zeiss Meditec, Inc.*, filed in the Superior Court of the State of California, County of Alameda, Case No. 22CV023237 (“Torres Declaratory Relief Action”), and any operative complaint. Plaintiffs and Defendant are collectively referred to herein as “Parties,” or individually as “Party.” This Settlement Agreement is subject to the approval of the Court, pursuant to California Rules of Court, Rule 3.769, subdivisions (c), (d), and (e), and is made for the sole purpose of attempting to consummate settlement of the Coleman Class Case, Cocotis-Andrade PAGA Case, and Torres Declaratory Relief Action subject to the following terms and conditions. As detailed below, in the event the Court does not enter an order granting final approval of this Settlement Agreement or the conditions precedent are not met for any reason, this Settlement Agreement is void and of no force or whatsoever.

Plaintiffs are represented by Lawyers *for Justice*, PC (“Class Counsel”). Defendant is represented by Elizabeth Staggs-Wilson and Angela J. Rafter of Littler Mendelson P.C. (“Defense Counsel”).

I. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meanings specified below. To the extent terms or phrases used in this Settlement Agreement are not specifically defined below, but are defined elsewhere in this Settlement Agreement, they are incorporated by reference into this definition section.

1. ACTIONS

“Actions” shall mean (1) *Lori Coleman, et al. v. Carl Zeiss Meditec, Inc.*, filed in the Superior Court of the State of California, County of Alameda, Case No. RG18972500 (“Coleman Class Case”); (2) *Christina Cocotis-Andrade v. Carl Zeiss Meditec, Inc.*, filed in the Superior Court of the State of California, County of Alameda, Case No. RG21089921 (“Cocotis-Andrade PAGA Case”); and (3) *Nycole Torres v. Carl Zeiss Meditec, Inc.*, filed in the Superior Court of the State of California, County of Alameda, Case No. 22CV023237 (“Torres Declaratory Relief Action”).

2. ADMINISTRATIVE EXPENSES

“Administrative Expenses” shall include all costs and expenses associated with and paid to the third-party settlement administrator, which are estimated not to exceed Ten Thousand Dollars (\$10,000).

3. CLASS COUNSEL

“Class Counsel” shall mean Lawyers *for* Justice, PC as counsel for Plaintiffs.

4. CLASS COUNSEL ATTORNEY FEES AND EXPENSES

“Class Counsel Attorney Fees and Expenses” shall mean the portion of the Gross Settlement Amount attributable to attorney fees and litigation expenses. The Parties agree that the fee portion of the Class Counsel Attorney Fees and Expenses shall be up to 35% of the Gross Settlement Amount (i.e., \$598,500) as approved by the Court, which will be paid out of the Gross Settlement Amount. The Parties agree that the litigation expenses portion of the Class Counsel Attorney Fees and Expenses shall be up to \$35,000, the final amount to be determined at the time of Final Approval, as approved by the Court, which will be paid out of the Gross Settlement Amount. Defendant will not oppose a Class Counsel Attorney Fees and Expenses request that is consistent with the terms of this Settlement Agreement.

5. CLASS MEMBER

“Class Member” or “Class Members” shall mean any person who is prospective member of the Settlement Class, or if such person is deceased, the person’s legal guardian, executor, heir, or successor-in-interest.

6. CLASS NOTICE

“Class Notice” shall mean the *Notice of Proposed Class Action Settlement*, as set forth in the **Attachment 1** attached hereto, or as otherwise approved by the Court, which is to be mailed to Class Members.

7. CLASS PERIOD

“Class Period” shall mean the period from November 5, 2014, through the date of Preliminary Approval, unless shortened if the Escalator Provision is triggered.

8. CLASS REPRESENTATIVES

“Class Representatives” shall mean Plaintiffs Christina Cocotis-Andrade and Nycole Torres.

9. CLASS SETTLEMENT

“Class Settlement” shall mean the settlement embodied in this Settlement Agreement, which is subject to Court’s approval.

10. COMPLAINT

“Complaint” shall mean the operative complaint in Coleman Class Case, following dismissal of the Cocotis-Andrade PAGA Case and the Torres Declaratory Judgement Action.

11. COURT

“Court” shall mean Superior Court of California, County of Alameda.

12. DEFENDANT

“Defendant” shall mean Defendant Carl Zeiss Meditec, Inc.

13. DEFENSE COUNSEL

“Defense Counsel” shall mean Elizabeth Staggs-Wilson, and Angela J. Rafoth of Littler Mendelson P.C.

14. EFFECTIVE DATE

“Effective Date” shall be the first business day after the date when all of the following events have occurred: (a) this Settlement Agreement has been executed by all Parties and by Class Counsel and Defense Counsel; (b) the Court has given preliminary approval to the Class Settlement; (c) notice has been given to the Settlement Class providing them with an opportunity to request exclusion from the Class Settlement; (d) the Court has held a Final Approval and Fairness Hearing and entered a final order and judgment certifying the Settlement Class and approving this Settlement Agreement; (e) Class Counsel served the notice of final order and judgment to Defense Counsel, and (f) the later of the following events: (1) the expiration of the period for filing any appeal, writ, or other appellate proceeding opposing the Class Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; (2) the dismissal of any appeal, writ, or other appellate proceeding opposing the Class Settlement with no right to pursue further remedies or relief; or (3) any appeal, writ, or the issues of such other final appellate order upholding the Court’s final order with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Class Settlement shall not become effective until the Court’s order approving the Class Settlement is completely final and there is no further recourse by an appellant or objector who seeks to contest the Class Settlement.

15. EMPLOYEE’S TAXES AND REQUIRED WITHHOLDING

“Employee’s Taxes and Required Withholding” shall mean the employee’s share of any and all applicable federal, state, or local payroll taxes, including those collected under authority of the Federal Insurance Contributions Act (“FICA”), the Federal Unemployment Tax Act (“FUTA”), and/or the State Unemployment Tax Act (“SUTA”) on the portion of any Qualified Class Member’s Individual Settlement Amount that constitutes wages. The Employee’s Taxes and Required Withholdings will be withheld from and paid out of the Net Settlement Amount.

16. EMPLOYER'S TAXES

"Employer's Taxes" shall mean and refer to Defendant's share of payroll taxes (e.g., Unemployment Insurance, Employment Training Tax, Social Security, and Medicare taxes) that is owed on the portion of any Qualified Class Member's Individual Settlement Amount that constitutes wages. The Employer's Taxes shall be separately paid by Defendant and shall not be paid from the Gross Settlement Amount or Net Settlement Amount.

17. FINAL APPROVAL AND FAIRNESS HEARING

"Final Approval and Fairness Hearing" shall mean the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Class Settlement.

18. GROSS SETTLEMENT AMOUNT

"Gross Settlement Amount" is the agreed upon non-reversionary settlement amount totaling One Million Seven Hundred Ten Thousand Dollars (\$1,710,000) to be paid by Defendant in full settlement of the Released Claims asserted in the Actions, inclusive of the Class Counsel Attorney Fees and Expenses, the Administrative Expenses, the Incentive Awards, Net Settlement Amount and PAGA Payment. Defendant shall separately pay its share of the Employer's Taxes in addition to the Gross Settlement Amount on the portion of each Individual Settlement Amount allocated as wages.

19. HEARING ON PRELIMINARY APPROVAL

"Hearing on Preliminary Approval" shall mean the hearing held on the motion for preliminary approval of the Class Settlement.

20. INCENTIVE AWARDS

"Incentive Awards" shall mean any additional monetary payment provided to the Class Representatives for their efforts and risks on behalf of the Settlement Class in the Actions. The Parties agree that the Class Representatives will request Incentive Awards not to exceed Ten Thousand Dollars (\$10,000) each, which is to be paid out to Plaintiffs out of the Gross Settlement Amount. The Parties further agree that Plaintiff Cocotis-Andrade's release under the Settlement will include a full general release with California Civil Code section 1542 waiver, in exchange for the Incentive Award.

21. INDIVIDUAL SETTLEMENT AMOUNT

"Individual Settlement Amount" shall mean the amount, which is ultimately distributed to each Qualified Class Member, less any Employee's Taxes and Required Withholdings. The Individual Settlement Amount does not include any portion of the PAGA Payment.

22. MEMORANDUM OF UNDERSTANDING

“Memorandum of Understanding” shall mean *Memorandum of Understanding – Class Action and Private Attorneys General Act Settlement* entered between the Parties, a copy of which is attached hereto as **Attachment 2**.

23. NET SETTLEMENT AMOUNT

“Net Settlement Amount” shall mean the Gross Settlement Amount minus: Administrative Expenses; Class Counsel Attorney Fees and Expenses; PAGA Payment; and Incentive Awards.

24. OPT OUT

“Opt Out” shall mean a process of submitting a timely and valid request for exclusion from the Class Settlement in accordance with the terms of the Class Notice and no later than the Response Deadline.

25. OPT-OUTS

“Opt-Outs” shall mean all persons who timely and validly request exclusions from the Class Settlement in accordance with the terms of the Class Notice and no later than the Response Deadline.

26. PAGA GROUP

“PAGA Group” shall mean all current and former hourly-paid or non-exempt employees employed by Defendant or its wholly-owned subsidiary Carl Zeiss Meditec USA, Inc., within the State of California at any time during the PAGA Period.

27. PAGA PAYMENT

“PAGA Payment” means the penalty pursuant to the Labor Code Private Attorney General Act of 2004 (“PAGA”) that the Parties have agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Actions, which is One Hundred Fifty Thousand Dollars (\$150,000) of the Gross Settlement Amount. The PAGA Payment is to be approved by the Court pursuant to Labor Code section 2699 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$112,500) to the California Labor and Workforce Development Agency (“LWDA”) and twenty-five percent (25%) (i.e., \$37,500) to the PAGA Group. Class Counsel shall give timely notice of this Settlement Agreement to the LWDA pursuant to Labor Code section 2699.

28. PAGA PERIOD

“PAGA Period” shall mean the period from December 21, 2019, through Preliminary Approval, unless shortened if the Escalator Provision is triggered.

29. PLAINTIFFS

“Plaintiffs” shall mean Christina Cocotis-Andrade and Nycole Torres.

30. PRELIMINARY APPROVAL DATE

“Preliminary Approval Date” shall mean the date upon which the Court enters an order preliminarily approving this Settlement Agreement.

31. QUALIFIED CLASS MEMBERS

“Qualified Class Members” shall mean all Class Members who do not timely request exclusion from the Class Settlement.

32. RELEASED CLAIMS

“Released Claims” shall mean the following:

For Qualified Class Members, the claims set forth in the Actions, which arose during the Class Period, including but not limited to:

- (a) failure to pay minimum wage and regular rate wages;
- (b) failure to pay overtime compensation;
- (c) failure to provide meal periods or provide premiums in lieu thereof;
- (d) failure to provide rest periods or provide premiums in lieu thereof;
- (e) failure to pay timely wages at termination;
- (f) failure to provide accurate itemized wage statements;
- (g) alleged violation of Business and Professions Code § 17200, *et seq.*;
- (h) failure to reimburse for necessary business expenses;
- (i) failure to pay wages due as agreed upon under statute or contract;
- (j) declaratory relief or other relief from contractual releases;
- (k) those claims predicated on the same or similar facts alleged in the Actions;
- (l) those claims that could have been pled which arise from the same or similar facts concerning the Plaintiffs or the Settlement Class; and those claims predicated on the same or similar facts and/or claims alleged in the complaints as well as any claims that could have been pled which arise from the same or similar facts concerning the Plaintiff or the putative class, and claims for interest, penalties (including but not limited to waiting time penalties), as well as any claims under the California Labor Code and California Industrial Welfare Commission Wage Orders.
- (m) claims based on the alleged violation of California Labor Code sections 201, 201.3, 201.5, 202, 203, 204, 210, 225.2, 226, 226.3, 2267, 248.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197 *et seq.*, 1197.1, 1198, 1199, 2802, and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 *et seq.*;

- (n) any claims for injunctive relief, declaratory relief, restitution, alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the Complaint;
- (o) any and all other claims under California common law, the federal law, and the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Actions and based on the alleged Labor Code violations.

For the Plaintiffs, individually and in their capacity as representatives of the State of California and its Labor and Workforce Development Agency (“LWDA”):

- (a) The claims for civil penalties under the California Private Attorneys General Act of 2004 (Labor Code section 2698, *et seq.*) for conduct during the PAGA Period as to the PAGA Group that are set forth in the Actions or which could have been asserted predicated on the same or similar facts alleged in the Actions and/or any PAGA letter sent to the LWDA by Plaintiffs in or prior to the Actions for violations of California Labor Code sections 201, 201.3, 201.5, 202, 203, 204, 210, 225.5, 226, 226.3, 226.7, 248.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197 *et seq.*, 1197.1, 1198, 1199, 2699, 2802, and applicable IWC Wage Orders.

The Parties agree that the doctrines of res judicata, claim preclusion, issue preclusion, primary rights, and collateral estoppel shall fully and broadly apply to Released Claims and the release in this Settlement Agreement to the greatest effect and extend permitted by law. As to the release of PAGA claims, it is further agreed that the Released Claims include any claims for statutory penalties that could have been investigated by the LWDA within the scope of the PAGA letters submitted by Plaintiffs. To the extent the LWDA has released the PAGA claims in connection with this Settlement Agreement, no member of the PAGA Group may pursue these same PAGA claims released here in another action. The PAGA Group is collaterally estopped from pursuing the PAGA claims released and compromised by the LWDA. After the Court grants final approval of the Class Settlement, Class Counsel will provide the LWDA with a copy of the Judgement which will include the definition of the PAGA Group. Plaintiffs do not release any member of the PAGA Group’s claim for wages and damages. This does not preclude the release of wages and damages by the Qualified Class Members (who may or may not be members of the PAGA Group) as set forth in this Agreement. Each member of the PAGA Group will be issued a check for their share of twenty-five percent (25%) of the PAGA Payment and will not have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA claims. The PAGA Group is bound by the release of the PAGA claims included within the definition of Released Claims regardless of whether they cash or deposit their portion of the PAGA Payment or exclude themselves from the class portion of the settlement.

In addition, as to the claims of Plaintiff Cocotis-Andrade, the Released Claims further include, for the duration of the Class Period through the Effective Date of the Settlement, without limitation, any and all claims whatsoever regarding Plaintiff’s employment, including, but not limited to her individual claims for wages, bonuses, severance pay, vacation pay, penalties, employment benefits, stock options, violation of any personnel policy, any claims based on discrimination, harassment, unlawful retaliation, violation of public policy, or damages of any kind

whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of negligence, any theory of retaliation, any legal restriction on any Released Party's right to terminate the employment relationship, or any federal, state, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law. Plaintiff Cocotis-Andrade shall be deemed to have, by operation of the Judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provisions under federal or state law that purports to limit the scope of general release. This general release for Plaintiff Cocotis-Andrade does not include a release of unemployment benefits, workers' compensation benefits, or any claim that cannot be released by private agreement as a matter of law.

33. RELEASED PARTIES

"Released Parties" shall mean Defendant and any of its past, present and future, direct or indirect parents, subsidiaries (including Carl Zeiss Meditec USA, Inc.), predecessors, successors and affiliates, as well as each of their past, present and future officers, directors, management-level employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

34. RELEASING PARTIES

"Releasing Parties" shall mean every Qualified Class Member and all persons purporting to act on their behalf or purporting to assert a claim under or through them, including, but not limited to, their dependents, heirs, assigns, beneficiaries, devisees, legatees, executors, administrators, agents, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal equitable, direct or indirect, or any other type or capacity.

35. RESPONSE DEADLINE

"Response Deadline" shall mean the date forty-five (45) days following the date on which the Settlement Administrator first mails the Class Notice to the Class Members and the last day on which Class Members may submit a request for exclusion and/or objection to Class Settlement. If a Class Notice is returned as undeliverable, the Response Deadline (and, accordingly, the deadline to submit a request for exclusion or objection to Class Settlement) will be extended by fifteen (15) days following the date on which the Class Notice is re-mailed to the Class Members, if the Response Deadline would have otherwise passed prior to fifteen (15) days from the date of the mailing of the second Class Notice.

36. SETTLEMENT ADMINISTRATOR

"Settlement Administrator" shall mean Phoenix Settlement Administrators (or other administrator agreed on by the Parties) which the Parties have agreed will be responsible for administration of the Class Settlement and related matters.

37. SETTLEMENT CLASS

“Settlement Class” shall mean all current and former hourly-paid or non-exempt employees of Defendant or its wholly-own subsidiary Carl Zeiss Meditec USA, Inc., in California employed during the Class Period.

II. FACTUAL AND PROCEDURAL BACKGROUND

On November 5, 2018, the Coleman Class Case was filed by former employee Lori Coleman, alleging putative class claims that Defendant violated the Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and California Business & Professions Code section 17200, *et seq.* On December 27, 2018, Lori Coleman filed a First Amended Complaint. On December 22, 2021, Lori Coleman filed a Second Amended Complaint, adding Christina Cocotis-Andrade as a named plaintiff in the Coleman Class Case.

On February 25, 2021, Plaintiff Cocotis-Andrade filed the Cocotis-Andrade PAGA Case, alleging claims under PAGA. This complaint followed a December 21, 2020, letter by Plaintiff Cocotis-Andrade to the Labor and Workforce Development Agency (“LWDA”) to exhaust her remedies pursuant to the Private Attorneys General Act, Labor Code Section 2698 *et seq.* that Defendant violated Labor Code Sections 510, 1198, 226.7, 512(a), 1194, 1197, 1197.1, 201, 202, 204, 226(a), 1174(d), 2800, 2802.

On December 6, 2022, Plaintiff Nycole Torres filed the Torres Declaratory Relief Action, alleging that after the Coleman Class Case was filed with the Court, Defendant solicited and presented its current and former employees with uniform, boilerplate settlement and release agreements.

Since filing the Coleman Class Case, Lori Coleman was dismissed as a Plaintiff in the Coleman Class Case. The operative Third Amended Complaint was filed in the Coleman Class Case on May 3, 2024 by Plaintiffs, and Plaintiffs have dismissed without prejudice their separately filed cases, i.e. the Cocotis-Andrade PAGA Case and the Torres Declaratory Relief Action.

The Parties conducted written discovery during the prosecution of the Actions. This discovery, investigation, and prosecution have included, among other things, the following: (a) extensive written discovery requests between the Parties; (b) over a dozen voluntary interviews of Class Members and Members of PAGA Group; (c) review and analysis of documents and other information produced by the Parties; (d) analysis of Class Members’ and PAGA Group employment data; (e) investigation into the viability of class treatment of the claims asserted in the Actions; (f) analysis of potential class-wide damages and PAGA penalties, including information to understand the Parties’ theories of liability and potential defenses; (g) research of the applicable law with respect to the claims asserted in the Complaint and the potential defense thereto; and (h) analysis of data for calculating potential damages and penalties.

A Motion for Class Certification was filed on January 14, 2022. On March 9, 2022, the hearing for the Motion for Class Certification was continued from March 11, 2022, to May 24,

2022. On May 2, 2022, the Court granted a stipulation staying all proceedings and discovery in the matter and vacating all pending deadlines related to Motion for Class Certification due to the December 19, 2022 scheduled mediation.

On December 19, 2022, the Parties met with mediator, Gig Kyriacou, Esq., to attempt to resolve the Coleman Class Case and Cocotis-Andrade PAGA Case, including the individual claims brought by Plaintiff Cocotis-Andrade. The Parties agreed, subject to approval by the Court, to the Settlement of all the Actions. The Parties further agreed to enter into this Settlement Agreement to memorialize their settlement of the Actions.

In order to facilitate joint settlement and resolution of all of the related claims alleged in the Actions, following the Parties' mediation, Plaintiffs filed a Third Amended Complaint in the Coleman Class Case to consolidate all of the claims in that action and add Plaintiff Torres as a named Plaintiff in that action. Plaintiffs subsequently sought and were granted dismissal of the separately filed Cocotis-Andrade PAGA Case and Torres Declaratory Judgment Action.

For the purpose of this Settlement Agreement and the Class Settlement only, the Parties agree to conditional class certification of the Settlement Class. Defense Counsel believes this conditional certification is appropriate because the Released Claims are being compromised without need to establish the elements of those claims on which liability turns. The certification of the Settlement Class shall not constitute, in this or any other proceedings, an admission of any kind by Defendant, including but not limited to, that certification of a class for trial purposes is or would be warranted, appropriate or proper; of that Plaintiffs could establish any of the requisite elements for class treatment of any of the claims in the Actions.

In the event that the Settlement Agreement is not finally approved by the Court, the Effective Date is not achieved, or the Class Settlement is rejected, terminated, or otherwise rendered null and void as set forth herein, then certification of the Settlement Class shall be automatically vacated, of no force or effect, and shall not constitute evidence or a binding determination that the requirements for certification of a class for trial purposes in Actions or in any other action which have been, are or can be, satisfied. Further, if this Settlement Agreement does not reach the Effective Date, Plaintiffs agree that Plaintiffs will not argue, claim, reference, or otherwise raise any preliminary approval of the Settlement Class in connection with any later proceeding before the Court.

III. TERMS AND CONDITION OF THE CLASS SETTLEMENT

A. CONSIDERATION

1. SETTLEMENT AMOUNT

The Parties agree to settle the Actions for the Gross Settlement Amount of One Million Seven Hundred Ten Thousand Dollars (\$1,710,000). There shall be no reversion to Defendant. Defendant shall pay the Gross Settlement Amount in full. The Gross Settlement Amount and other actions and forbearance taken by Defendant shall constitute adequate consideration for the Class Settlement and will be made in full and final settlement of: the Released Claims, the Class Counsel

Attorney Fees and Expenses, Administrative Expenses, the Incentive Awards, the PAGA Payment (and any payment to individual PAGA Group resulting from the PAGA Payment), and any other obligation of Defendant under this Settlement Agreement (other than the Employer's Taxes on the portion of the Net Settlement Amount allocated to the payment of wages).

After the Court issues an order preliminarily approving this Class Settlement, the Settlement Administrator will distribute the Class Notice to the Class Members, which shall describe the terms of the Class Settlement, procedures to Opt Out or object to the Class Settlement, the individual number of workweeks worked by that Class Member during the Class Period, , and the estimated amount of the Individual Settlement Amount that Class Member can expect to receive, once the Class Settlement becomes effective on the Effective Date. Class Members shall be given the opportunity to challenge their Workweeks information.

2. INCENTIVE AWARDS FOR CLASS REPRESENTATIVES

Plaintiffs may petition the Court to approve Incentive Awards in an amount up to Ten Thousand Dollars (\$10,000) to each Plaintiff to acknowledge their efforts on behalf of the Settlement Class in the Actions, including assisting in the investigation and consulting with Class Counsel. Defendant shall not oppose any request by Plaintiffs for Incentive Awards in such an amount. Any Incentive Award approved by the Court shall be paid to Plaintiffs from the Gross Settlement Amount and shall be in addition to any distribution to which they may otherwise be entitled as a Qualified Class Member. Any Incentive Award approved by the Court shall not be considered wages, and the Settlement Administrator shall issue to Plaintiffs an IRS Form 1099 reflecting such payment. Plaintiffs shall be responsible for the payment of all taxes with respect to any Incentive Award approved by the Court and shall hold Defendant harmless from all liability with regard thereto.

3. PAYMENT TO QUALIFIED CLASS MEMBERS

Each Qualified Class Member shall be eligible to receive payment of the Individual Settlement Amount, which is a share of the Net Settlement Amount based on the pro rata number of weeks worked by the Qualified Class Member during the Class Period as a proportion of all weeks worked by all Class Members. Each Qualified Class Member, including Plaintiffs, shall be responsible for the payment of the Employee's Taxes and Required Withholding with respect to his or her Individual Settlement Amount and shall hold Defendant harmless from any and all liability with regard thereto.

4. PAYMENT TO PAGA GROUP

Each member of the PAGA Group shall be entitled to receive a portion of the PAGA Payment. The PAGA Payment shall consist of the penalties pursuant to PAGA that the Parties have agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Actions, which is One Hundred Fifty Thousand Dollars (\$150,000). The PAGA Payment must be approved by the Court pursuant to Labor Code section 2699 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$112,500) to the LWDA and twenty-five percent (25%) (i.e., \$37,500) to the PAGA Group. The portion of the PAGA Payment allocated to the PAGA Group

shall be distributed to the PAGA Group based on the pro rata number of pay periods or workweeks worked by each particular PAGA Group member during the PAGA Period as a proportion of all pay periods or workweeks worked by all members of the PAGA Group.

5. TAX TREATMENT AND PAYMENT

For the purposes of calculating Employee's Taxes and Required Withholding for the Individual Settlement Amount for Qualified Class Members, including any payments to the Class Representatives but exclusive of their Incentive Award, the Parties agree that thirty-three percent (33%) of the each Individual Settlement Amount shall constitute payment in the form of wages (and each Qualified Class Member will be issued an IRS Form W-2 for such payment to him or her), and sixty-seven percent (67%) of each Individual Settlement Amount shall constitute penalties and interest, and each Qualified Class Member will be issued an IRS Form 1099 for such payment to him or her. Prior to final distribution, the Settlement Administrator shall calculate the total Employee's Taxes and Required Withholding due as a result of the wage portion of Qualified Class Members' anticipated Individual Settlement Amounts and such actual amount will be deducted from the Net Settlement Amount. Additionally, prior to the funding of the Gross Settlement Amount and final distribution, the Settlement Administrator shall calculate the total Employer's Taxes due on the wage portion of the Qualified Class Members' Individual Settlement Amount and issue instructions to Defendant to separately fund these tax obligations and withholdings. The Parties understand that Plaintiffs and the Qualified Class Members who receive any payment pursuant to this Settlement Agreement shall be solely responsible for all other individual tax obligations.

With respect to the PAGA Payment and any payment made to individual members of the PAGA Group, all such payments shall be treated as payments owing for penalties and interest thereon and shall not be considered wages. The Settlement Administrator shall issue to members of the PAGA Group an IRS Form 1099 reflecting such payment. Members of the PAGA Group shall be solely responsible for the payment of all taxes with respect to any PAGA Payments made to them.

6. NO EFFECT ON EMPLOYEE BENEFIT PLANS

Neither the Class Settlement nor any amounts paid under the Class Settlement will modify any previously credited hours, days or weeks of service under any employee benefit plan, policy or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendant's benefit plan, policy, or bonus program. Defendant retains the right to modify the language of its benefits plans, policies, and bonus program to reflect this intent and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "weeks worked," "weeks paid," "weeks of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement. Defendant does

not consider the Class Settlement payments “compensation” for purposes of determining eligibility for, or benefit accrual within, any benefit plans, policies, or bonus programs, or any other plan sponsored by Defendant.

7. CLASS COUNSEL ATTORNEY FEES AND EXPENSES

As a part of the motion for final approval of the Class Settlement, Class Counsel may apply for an award of Class Counsel Attorney Fees and Expenses with the fee portion not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$598,500) and the award of litigation costs and expenses up to an additional Thirty-Five Thousand Dollars (\$35,000). Defendant agrees to not to object to any such fees, costs, or expense application in those amounts.

As a condition of this Class Settlement, Class Counsel has agreed to pursue fees and litigation expenses only in the manner reflected by this subsection. Any Class Counsel Attorney Fees and Expenses awarded by the Court shall be paid from the Gross Settlement prior to arriving at the Net Settlement Amount and shall not constitute payment to any Class Members. If Class Counsel voluntarily reduced the request for Class Counsel Attorney Fees and Expenses or the Court’s award of Class Counsel Attorney Fees and Expenses is less than set forth above, the Net Settlement Amount shall be recalculated to reflect the actual Class Counsel Attorney Fees and Expenses awarded.

The Class Counsel Attorney Fees and Expenses approved by the Court shall reflect: (a) all work performed and costs and expenses incurred by, or at the direction of, any attorney purporting to represent the Settlement Class through the date of this Settlement Agreement; (b) all work to be performed and costs to be incurred in connection with approval by the Court of the Class Settlement; and (c) all work to be performed and costs and expenses, if any, incurred in connection with administering the Class Settlement through the Effective Date and dismissal of the Actions with prejudice.

B. CLASS SETTLEMENT ADMINISTRATION

1. SETTLEMENT ADMINISTRATION COSTS AND EXPENSES

All costs and expenses due to the Settlement Administrator in connection with its administration of the Class Settlement, including, but not limited to, providing the Class Notice, locating Class Members, processing Opt Out requests and objections, distributing the portion of the PAGA Payment payable to the LWDA, distributing the portion of the PAGA Payment payable to the members of the PAGA Group, and calculating, administering and distributing Individual Settlement Amounts to the Qualified Class Members and related tax forms, shall be paid from the Gross Settlement Amount, and is not expected to exceed Ten Thousand Dollars (\$10,000).

2. PAYMENT BY DEFENDANT

Defendant shall deposit the Gross Settlement amount in a lump sum payment plus the employer-side payroll taxes to the Settlement Administrator within fourteen (14) days of the Effective Date. In no event shall Defendant be obligated to pay or deposit with the Settlement

Administrator more than One Million Seven Hundred Ten Thousand Dollars (\$1,710,000) plus the Employer's Taxes.

C. CLASS SETTLEMENT ADMINISTRATION PROCESS

1. THE SETTLEMENT ADMINISTRATOR

The Settlement Administrator will be responsible for: mailing the Class Notice (**Attachment 1**) to Class Members; posting notice of entry of final order and judgment certifying the Class Settlement and approving this Settlement Agreement; handling inquiries from Class Members concerning the Class Notice; determining Individual Settlement Amounts; determining individual payment to members of the PAGA Group; maintaining the Settlement funds in an appropriate interest-bearing account; preparing, administering, and distributing individual payments to members of PAGA Group; distributing the portion of the PAGA Payment payable to the LWDA; issuing a final report and performing such other duties as the Parties may direct. Additionally, the Settlement Administrator will handle all tax document preparation and reporting, including state and federal tax forms, if any.

On a weekly basis, the Settlement Administrator will provide reports to Class Counsel and Defense Counsel with summary information updating them as to the number of validated and timely objections and Opt Out requests. The Settlement Administrator will serve on Class Counsel and Defense Counsel via e-mail date-stamped copies of the original Opt Out requests and objections no later than seven (7) days after their receipt. The Settlement Administrator will provide Class Counsel with proof of mailing of the Class Notice, without listing individual Class Member names, which the Settlement Administrator will file with the Court at the time Class Counsel files its motion in support of the Court's Final Approval and Fairness Hearing.

No later than thirty (30) days prior to the Final Approval and Fairness Hearing, the Settlement Administrator will compile and deliver to Class Counsel and Defense Counsel a report with summary of information regarding: (a) the total amount of final Individual Settlement Amounts of each Qualified Class Members, without any identifying personal information; (b) the number of Qualified Class Members to receive such payments, and (c) the final number of Opt-Outs and objections.

Administrative Expenses are anticipated to not exceed Ten Thousand Dollars (\$10,000). Prior to the calculation and distribution of the Individual Settlement Amounts, the Settlement Administrator shall calculate the total Administrative Expenses through the conclusion of their services and such actual amount will be deducted from the Gross Settlement Amount prior to the final calculation of the Individual Settlement Amounts.

2. NOTICE TO CLASS MEMBERS AND PAGA GROUP

Notice shall be provided to Class Members in the following manner: Within thirty (30) days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator a database containing the following information: (1) the full name, and last known address and full social security number of all Class Members; and (2) the information necessary to determine the

estimated settlement allocation of each Class Member and PAGA Group member, including without limitation, the total number of workweeks worked by each Class Member during the Class Period and the PAGA Period. The Parties agree that the workweeks allocated to each Class Member, and pay periods allocated to each PAGA Group member, may be determined using the best information reasonably available, including timekeeping and/or payroll records, as well as reasonable extrapolation from available information, including dates of employment, and by calculating the number of pay periods by dividing the number of workweeks by two and rounding up to the nearest whole pay period (the “Database”). The Database shall be marked “Confidential – Settlement Administrator Eyes Only.” Class Counsel shall not receive a copy of this list.

Within forty-five (45) days following the Preliminary Approval Date, the Settlement Administrator shall determine the number of workweeks worked by each Class Member, the number of pay periods worked by each PAGA Group member, populate the data for each Class Member and PAGA Group member accordingly, run a National Change of address (“NCOA”) search, and send each Class Member and PAGA Group member the Class Notice via first-class, United States mail, the Class Notice. The Class Notice shall also contain an easily understood statement alerting the Class Members that, unless they elect to Opt Out of the Class Settlement, the Class Member is releasing and waiving all Released Claims against the Released Parties, and alerting the PAGA Group members that they cannot Opt Out of or object to the settlement and release of PAGA claims even if they Opt Out of or object to the Class Settlement.

The Class Notice will inform Class Members of their estimated share of the settlement, the and number of workweeks they worked during the Class Period. Class Members may dispute their workweeks if they believe they worked more weeks or pay periods during the Class Period than Defendant’s records show by submitting information to the Settlement Administrator no later than forty-five (45) days after being mailed the Class Notice by the Settlement Administrator, which is defined as the Response Deadline. The Settlement Administrator will jointly work with Plaintiffs and Defendant to resolve the dispute in good faith. If Plaintiffs and Defendant cannot agree over the workweeks to be credited, the Settlement Administrator shall make the final decision based on the information presented by the Class Member and Defendant.

3. OPT OUT PROCEDURE

Class Members who do not timely Opt Out of the Class Settlement will be deemed to participate in the Class Settlement and shall become Qualified Class Members without having to submit a claim form or take any other action. To Opt Out of the Class Settlement, the Class Member must submit a letter or postcard to the Settlement Administrator by the Response Deadline. The Opt Out request must state the Class Member’s name, address, telephone number, and signature. The Opt Out request should state something to the effect of:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN *LORI COLEMAN, ET AL. V. CARL ZEISS MEDITEC, INC.*, LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT AND WILL NOT BE RELEASING ANY CLAIMS I MIGHT HAVE.”

Any Opt Out request that is not postmarked by the Response Deadline will be invalid. In the event that, prior to the Response Deadline, any Class Notice mailed to a Class Member is returned as having been undelivered by the United States Postal Service, the Settlement Administrator shall perform a skip trace search and seek an address correction for such Class Members, and a second Class Notice will be sent to any new or different address obtained. Such Class Members shall have an additional fifteen (15) calendar days from the date of the mailing of the second Class Notice in which to Opt Out if the Response Deadline would have otherwise passed prior to fifteen (15) days from the date of the mailing of the second Class Notice.

It will be presumed that, if an envelope containing the Class Notice has not been returned within thirty (30) days of the mailing, the Class Member received the Class Notice. At least thirty (30) days prior to the Final Approval and Fairness Hearing, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a Declaration of Due Diligence and Proof of Mailing with regard to the mailing of the Class Notice and its attempts to locate Class Members. The declaration shall specify the number of Class Members and PAGA Group members to whom the Class Notice was sent, and the number of Class Members and PAGA Group members to whom the Class Notice was not delivered, as well as information relating to the number of Opt-Outs and objectors. Class Counsel shall file this declaration with the Court.

If the Settlement Administrator determines that an Opt Out request returned by a Class Member before the Response Deadline is deficient, then the Settlement Administrator shall mail a deficiency letter to that Class Member identifying the problem. If a Class Member submits both a dispute and an Opt Out request, the Settlement Administrator shall make reasonable attempts to clarify as if the Opt Out request was deficient. If the Class Member fails to cure the deficiency, the Opt Out request shall be disregarded and the claim will be paid, and the Class Member will become bound by the judgment.

Qualified Class Members will be bound by the release of Released Claims set forth in the definition of “Released Claims” provided in this Settlement Agreement.

A request to Opt Out of the Class Settlement shall **not** serve to exclude the Class Member from participation in the PAGA Group. Opt-Outs shall still be entitled to their share of the PAGA Payment. Class Members who are also members of the PAGA Group shall have no right or ability to opt out of the portion of this Settlement Agreement releasing PAGA claims.

4. OBJECTION PROCEDURE

The Class Notice shall inform the Class Members of their right to object to the Class Settlement. Any Class Member who wishes to object to the Class Settlement may submit a written objection to the Settlement Administrator no later than the Response Deadline. Only Qualified Class Members may object to the Settlement. The objection should include the case name and number and may set forth, in clear and concise terms, a statement of the reasons why the objector believes that the Court should find that the proposed Class Settlement is not in the best interest of the Settlement Class and the reasons why the Class Settlement should not be approved, including the legal and factual arguments supporting the objection. If an objector also wishes to appear at

the Final Approval and Fairness Hearing, in person or through an attorney, they may do so regardless of whether they submitted an objection to the Settlement Administrator. The Settlement Administrator will promptly serve copies of any objection or notice of intent to appear on Class Counsel and Defense Counsel. Class Members wishing to make an objection may appear at the Final Approval and Fairness Hearing, either in person or through a lawyer retained at their own expense.

5. NOTICE OF FINAL JUDGEMENT

Within seven (7) days after the Court has held a Final and Fairness Approval Hearing and enter a final order certifying the Class for settlement purposes only and approving the Class Settlement, the Settlement Administrator will give notice of judgment to Class Members pursuant to Rule 3.771(b) of the California Rules of Court, posting a copy of said order and final judgement on its website at a web address to be included in the Class Notice.

D. CLASS SETTLEMENT FUNDING AND DISTRIBUTION

1. ALLOCATION OF THE GROSS SETTLEMENT AMOUNT

The claims of all Qualified Class Members are settled for the Gross Settlement Amount of One Million Seven Hundred Ten Thousand Dollars (\$1,710,000), which will be allocated as follows:

- a. The Administrative Expenses, estimated not to exceed \$10,000;
- b. Class Counsel's Attorney Fees not to exceed \$598,500;
- c. Class Counsel's Litigation costs and expenses not to exceed \$35,000;
- d. The Incentive Awards, not to exceed \$20,000 (\$10,000 to each Plaintiff);
- e. PAGA Payment to LWDA of \$112,500;
- f. PAGA Payments to individual members of the PAGA Group, totaling \$37,500; and
- g. The Net Settlement Amount to be distributed to individual Class Members.

For purposes of calculating the estimated Individual Settlement Amounts, the Settlement Administrator shall calculate the estimated Net Settlement Amount based on the estimated values provided in a. through f. above prior to sending Notice to the Class Members. Prior to final distribution, the Settlement Administrator shall calculate the final Net Settlement Amount based on the actual value of the amounts in each category above.

2. CALCULATION OF THE INDIVIDUAL SETTLEMENT AMOUNTS FOR QUALIFIED CLASS MEMBERS

Individual Settlement Amounts to be paid to Qualified Class Members shall be paid from the Net Settlement Amount. The portion of the Net Settlement Amount shall be distributed pro rata based on the proportional number of weeks worked by each Class Member during the Class Period.

Defendant will provide the Settlement Administrator with any information reasonably necessary to perform the calculation of number of workweeks for each Class Member, and any other reasonably required information the Settlement Administrator requests to perform the calculations required under this Settlement Agreement. Defendant shall have no responsibility for deciding the validity of the Individual Settlement Amounts or any other payments made pursuant to this Settlement Agreement, shall have no involvement in or responsibility for the determination or payment of Employee's Taxes and Required Withholding. Although the Settlement Administrator will calculate and pay the standard Employee's Taxes and Required Withholding on the portion of the Individual Settlement Amounts constituting wages on their behalf, Plaintiffs and Qualified Class Members represent and understand that they shall be solely responsible for any and all tax obligation associated with their respective Individual Settlement Amounts and Incentive Awards.

3. CALCULATION OF THE PAYMENT FOR INDIVIDUAL MEMBERS OF PAGA GROUP

Each member of the PAGA Group shall be entitled to receive a portion of the PAGA Payment. The PAGA Payment shall consist of the penalties pursuant to PAGA that the Parties have agreed is a reasonable sum to be paid in the settlement of the PAGA claims included in the Actions, which is One Hundred Fifty Thousand Dollars (\$150,000). The PAGA Payment is to be approved by the Court pursuant to Labor Code section 2699 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$112,500) to the LWDA and twenty-five percent (25%) (i.e., 37,500) to the PAGA Group.

The portion of the PAGA payment allocated to the PAGA Group shall be distributed to the PAGA Group based on the pro rata number of pay periods worked by each member of PAGA Group during the PAGA Period. Each member of the PAGA Group, including Plaintiffs, shall be responsible for the payment of the Employee's Taxes and Required Withholding with respect to their share of the PAGA Payment and shall hold Defendant harmless from any and all liability with regard thereto.

Defendant will provide the Settlement Administrator with any information reasonably necessary to perform the calculation of number of pay periods worked for each member of PAGA Group, and any other reasonably required information the Settlement Administrator requests to perform the calculations required under this Settlement Agreement. Defendant shall have no responsibility for deciding the validity of the individual payment amounts allocated to each member of the PAGA Group or any other payments made pursuant to this Settlement Agreement, shall have no involvement in or responsibility for the determination or payment of Employee's Taxes and Required Withholding, and shall have no liability for any errors made with respect to such Employee's Taxes and Required Withholding. The members of the PAGA Group shall be solely responsible for any and all tax obligation associated with their respective shares of the PAGA Payment.

4. TIME FOR PAYMENT OF CLASS COUNSEL ATTORNEY FEES AND EXPENSES

The Settlement Administrator shall distribute to Class Counsel any attorney fees and expenses approved by the Court no later than twenty-one (21) days after the Effective Date.

5. TIME FOR PAYMENT OF INCENTIVE AWARD

The Settlement Administrator shall distribute to Plaintiffs the Incentive Award approved by the Court no later than twenty-one (21) days after the Effective Date.

6. TIME FOR PAYMENT OF PAGA PAYMENT TO THE LWDA

The Settlement Administrator shall distribute to the LWDA the portion of the PAGA Payment due to it and approved by the Court no later than twenty-one (21) days after the Effective Date.

7. TIME FOR PAYMENT OF TAXES AND REQUIRED WITHHOLDING AND INDIVIDUAL SETTLEMENT AMOUNT

The Settlement Administrator shall pay the Employee's Taxes and Required Withholding associated with each Qualified Class Member's Individual Settlement Amount and mail the Individual Settlement Amount to each Qualified Class Member, by first-class United States mail, to the last-known address no later than twenty-one (21) days after the Effective Date. If the Settlement Administrator is not able to do so within the time period set forth above, it shall inform Class Counsel and Defense Counsel and provide an approximate date by which the Employee's Taxes and Required Withholding shall be paid and the Individual Settlement Amounts will be mailed. Under no circumstances shall the Settlement Administrator distribute checks to Qualified Class Members until all Individual Settlement Amounts have been considered, calculated, and accounted for, and all of the remaining monetary obligations have been calculated and accounted for. The Settlement Administrator will also pay each PAGA Group member their portion of the PAGA Payment within this same timeframe. If an individual is to receive both an Individual Settlement Amount and a check for his/her portion of the PAGA Payment, the Settlement Administrator is permitted to issue a single check to that individual which is inclusive of both payments.

If a distributed check is returned to the Settlement Administrator as undelivered, it shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned check. If an updated mailing address is identified, the Settlement Administrator shall resend the check to the Qualified Class Member and/or PAGA Group member within three (3) business days of obtaining the updated address.

Qualified Class Members and PAGA Group members must cash their individual settlement payment check(s) within one hundred eighty (180) calendar days after it is (or they are) mailed to

them. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Qualified Class Member and/or PAGA Group member at their last-known address. If any Qualified Class Member's or PAGA Group member's individual payment check is not cashed within one hundred twenty (120) calendar days of its initial issuance to the Qualified Class Member or PAGA Group member, the Settlement Administrator will send the Qualified Class Member or PAGA Group member a postcard, dated one hundred twenty (120) days from the initial mailing, informing them that, unless the check is cashed within sixty (60) days of the date of this postcard, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the sixty (60) day period after this interim postcard notice, the Settlement Administrator will keep an accounting of such funds, including the identification of the Qualified Class Member or PAGA Group member.

Within two hundred ten (210) days of mailing the Individual Settlement Amounts to Qualified Class Members and PAGA Group members, the Settlement Administrator shall provide to Class Counsel a declaration of payment. In the event that any Qualified Class Member or PAGA Group member is deceased, payment shall be made payable to the estate of that individual and delivered to the executor or administrator of that estate, unless the Settlement Administrator has received an affidavit or declaration pursuant to California Probate Code section 13101, in which case payment shall be made to the affiant(s) or declarant(s).

8. NON-CASHED SETTLEMENT CHECK

Any funds associated with checks that have not been cashed within one hundred eight (180) days after its initial issuance to the Qualified Class Member or PAGA Group member, will become void, and the Settlement Administrator will transmit the amount(s) associated with each uncashed check to the State of California State Controller's Office Unclaimed Property Fund, pursuant to Code of Civil Procedure section 384, in the Qualified Class Members' and/or PAGA Group members' name to be held as unclaimed property for that individual. In such event, the Qualified Class Member or PAGA Group member whose check was uncashed will nevertheless remain bound by the Settlement Agreement and the release(s) contained herein.

9. DISPUTES REGARDING CLASS MEMBER WORKWEEKS DATA OR PAYMENT OF INDIVIDUAL SETTLEMENT SHARES

Class Member Workweeks and the corresponding Individual Settlement Amount shall be calculated using the employment and payroll records of Defendant, which presumptively shall be deemed to be full, complete, and accurate for purposes of this Settlement Agreement. To overcome that presumption, any Class Member objecting to the accuracy of the number of Workweeks or amount of the Individual Settlement Amount must submit documentary evidence, such as pay stubs or other written employment records, to the Settlement Administrator. Each Class Member may dispute the number of Workweeks or their estimated Individual Settlement Amount contained on their Class Notice ("Workweeks Dispute"). Any such Workweeks Dispute must be mailed, faxed or emailed to the Settlement Administrator by the Class Member, postmarked, fax-stamped or electronically time-stamped on or before the Response Deadline. The Settlement Administrator shall immediately provide copies of all disputes to Defense Counsel, shall inform Class Counsel

of the dispute without disclosing the identity of the Class Member making the dispute, and shall immediately attempt to resolve all such dispute directly with relevant Class Members with the assistance of Defendant, Defense Counsel, and Class Counsel. If the dispute cannot be resolved, it shall be submitted to the Settlement Administrator for its final, non-appealable decision. The Settlement Administrator shall use its best effort to resolve all such disputes prior to the Effective Date. If, however, a dispute arises or is not resolved until after the Settlement Amount has been distributed, the individual calculation shall stand (as Defendant shall be under no obligation to pay any amount in excess of the Gross Settlement Amount under this Settlement Amount).

E. NULLIFICATION OF THE SETTLEMENT AGREEMENT

1. NON-APPROVAL OF THIS SETTLEMENT AGREEMENT

The Settlement Agreement and conditional class certification shall be considered null and void, and neither the Settlement Agreement, conditional class certification, nor any of the related negotiations or proceedings (including the Memorandum of Understanding), shall be of any force or effect, and all Parties to the Settlement Agreement shall stand in the same position, without prejudice, as if the Settlement Agreement had been neither entered into nor filed with the Court, if any of the following occur: (a) the Court should for any reason fail to approve to this Settlement Agreement in the form agreed to by the Parties; (b) the Court should for any reason fail to enter a judgment with prejudice of the Actions, or (c) the approval of the Settlement Agreement and judgment is reversed, modified, or declared or rendered void. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in this Settlement Agreement to facilitate approval.

2. PARTIES' RIGHT TO VOID CLASS SETTLEMENT

If 10% or more Settlement Class timely opt out of the Class Settlement, Defendant shall have the sole and absolute discretion to rescind or void the Settlement Agreement within fifteen (15) calendar days after receiving the final list of Opt-Outs from the Settlement Administrator. In the event that Defendant elects to rescind or void the Settlement Agreement, Defendant shall provide written notice of such rescission to Class Counsel and to the Settlement Administrator. If such rescission occurs, the Settlement Agreement and conditional class certification shall be considered null and void, and neither the Settlement Agreement, conditional class certification, nor any of the related negotiations or proceedings (including the Memorandum of Understanding), shall be of any force or effect, and all Parties to the Settlement Agreement shall stand in the same position, without prejudice, as if the Class Settlement had been neither entered into nor filed with the Court. If Defendant timely elects to rescind or void the Settlement Agreement pursuant to this paragraph, then Defendant shall be responsible for paying the Settlement Administrator for all costs it incurred prior to the date of Defendant's rescission or voiding.

3. ESCALATOR PROVISION

Defendant represented at mediation that the extrapolated calculated number of Workweeks for the Settlement Class, through February 17, 2023 was approximately 77,290 workweeks ("Extrapolated Workweeks"). If the actual number of Workweeks for the Settlement Class during

the Class Period exceeds the Extrapolated Workweeks by more than 10% (7,729 workweeks), then the end date for the Class Period and PAGA Period shall be set at the latest date where the total workweeks do not exceed 85,019 workweeks (i.e., 110% of the Extrapolated Workweeks).

4. INVALIDATION

Invalidation of any material portion of this Settlement Agreement shall invalidate the Class Settlement in its entirety, unless the Parties subsequently agree in writing that the remaining provisions of the Class Settlement are to remain in full force and effect.

5. STAY ON APPEAL

In the event of a timely appeal from the approval of the Class Settlement and judgment, the judgment shall be stayed, and Defendant shall not be obligated to fund the Gross Settlement Amount or take any other actions required by this Settlement Agreement until all appeal rights have been exhausted by operation of law.

F. MOTIONS FOR COURT APPROVAL

1. PRELIMINARY APPROVAL

As soon as practicable after execution of this Settlement Agreement, Class Counsel will submit this Settlement Agreement to the Court along with a Motion for Preliminary Approval of the Class Settlement. Each party shall cooperate to present the Class Settlement to the Court for preliminary approval in a timely fashion.

2. FINAL APPROVAL

The Final Approval and Fairness Hearing shall be held before the Court. At the Final Approval and Fairness Hearing, Plaintiffs shall move the Court for the entry of final order certifying the Settlement Class for settlement purposes only and approving the Class Settlement as being fair, reasonable, and adequate to the Qualified Class Members within the meaning of California Rules of Court, Rule 3.769, subdivisions (c), (d), and (e), and for the entry of a final judgement of the Actions consistent with the terms of the Class Settlement and Rule 3.769, subdivision (h), of the California Rules of Court. Class Counsel and Defense Counsel shall submit to the Court such pleadings and/or evidence as may be required for the Court's determination.

G. RELEASES AND WAIVERS

1. RELEASE OF CLAIMS BY QUALIFIED CLASS MEMBERS

Upon the Effective Date, the Releasing Parties shall be deemed to each released the Released Parties, and each of them, of and from any and all Released Claims arising during the Class Period. It is desire of the Parties and Releasing Parties to fully, finally, and forever settle, compromise, and discharge the Released Claims. Each of the Releasing Parties, including each Qualified Class Member, Plaintiff individually and as representatives of the LWDA, and members

of PAGA Group will be bound by the respective Released Claims as a result of the Settlement Agreement and to the terms of final judgment and the satisfaction of such judgment.

Qualified Class Members will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Actions are disputed, and that their Individual Settlement Amount constitutes payment of all sums allegedly due to them. Qualified Class Members will be deemed to have acknowledge and agreed that California Labor Code section 206.5 is not applicable to the Individual Settlement Amount. That section provides in pertinent part as follows:

“An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.”

2. RELEASE OF CLAIMS BY PLAINTIFF COCOTIS-ANDRADE

In exchange for the Incentive Award, Plaintiff Cocotis-Andrade fully and forever releases and discharges Defendant and Released Parties from any and all claims and potential claims that may legally be waived, whether known or unknown, which she has asserted or could assert against Defendant arising out of or relating in any way to any acts, circumstances, facts, transactions, or omissions, occurring up to and including the date this Settlement Agreement is fully executed (“Claims”). Plaintiff Cocotis-Andrade understands and acknowledges that she is releasing such Claims under, including, but not limited to, her dependents, heirs, assigns, beneficiaries, devisees, legatees, executors, administrators, agents, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal equitable, direct or indirect, or any other type or capacity. This release includes, but is not limited to, (i) any and all Claims arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967 (“ADEA”), the Family and Medical Leave Act (“FMLA”), the Employee Retirement Income Security Act (“ERISA”), the National Labor Relations Act (“NLRA”), the Pregnancy Discrimination Act, the Pregnant Workers Fairness Act (“PWFA”), the Worker Adjustment and Retraining Notification Act, the Americans with Disabilities Act (“ADA”), the Uniformed Services Employment and Reemployment Rights Act (“USERRA”), any amendments to such laws, any other federal, state, or local constitution, charter, law, rule, ordinance, regulation, or order; (ii) Claims based on veterans status; (iii) Claims in equity or under common law including but not limited to claims for tort, breach of contract (express or implied, written or oral), wrongful discharge, fraud, misrepresentation, defamation, emotional distress, and negligence; (iv) Claims for any and all relief, including, but not limited to, back pay, front pay, punitive damages, damages for pain and suffering, and attorney’s fees and costs against Defendant and Released Parties; and (v) Plaintiff Cocotis-Andrade releases all rights under section 1542 of the California Civil Code. Section 1542 provides as follows:

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

Plaintiff Cocotis-Andrade, being aware of California Civil Code section 1542, hereby expressly waives and relinquishes all rights and benefits she may have under section 1542 as well as other statutes or common law principles of a similar effect. Plaintiff Cocotis-Andrade may hereafter discover facts in addition to or different from those which she now knows or believes to be true with respect to the subject matter of all claims referenced herein, but agrees, that upon the Effective Date, Plaintiff Cocotis-Andrade shall and hereby fully, finally, and forever settle and release any and all claims against Defendant and the Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have been asserted upon any theory of law or equity without regard to the subsequent discovery of existence of such different or additional facts. This general release for Plaintiff Cocotis-Andrade does not include a release of unemployment benefits, workers' compensation benefits, or any claim that cannot be released as a matter of law.

H. DUTIES OF THE PARTIES

1. MUTUAL FULL COOPERATION

The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Settlement Agreement. Such cooperation shall include, but not limited to, execution of such documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by court order or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel, with the cooperation of Defendant and Defense Counsel, shall take all necessary and reasonable steps to secure the Court's final approval of this Settlement Agreement.

2. DUTY TO SUPPORT AND DEFEND THE SETTLEMENT AGREEMENT

The Parties agree to abide by all of the terms of this Settlement Agreement in good faith and to support the Settlement Agreement fully and to use their best efforts to defend this Settlement Agreement from any legal challenge, whether by appeal or collateral attack.

3. DUTIES PRIOR TO COURT APPROVAL

Class Counsel shall promptly submit this Settlement Agreement to the Court for preliminary approval and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this Settlement Agreement, Class Counsel shall apply to the Court for the entry of a preliminary order scheduling a hearing on the question of whether the proposed Settlement Agreement should be approved as fair, reasonable, and adequate as to the Class Members, approving as to the form and content the proposed Class Notice attached hereto as **Attachment 1**, and directing the mailing of the Class Notice to Class Members. While Defendant can reserve its right to object to facts or assertions made in the moving papers, Defense Counsel shall file a notice of non-opposition to the granting of the motion for preliminary approval or join in the motion.

I. MISCELLANEOUS PROVISIONS

1. DIFFERENT FACTS

The Parties acknowledge that, except for matters expressly represented herein, the facts in relation to the dispute and all claims released by the terms of this Settlement Agreement may turn out to be different from the facts now known by each party and/or its counsel, or believed by such Party or counsel to be true, and each Party therefore expressly assume the risk of the existence of different or presently unknown facts, and agrees that this Settlement Agreement shall be in all respect effective and binding despite such difference.

2. NO PRIOR ASSIGNMENTS

The Parties 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 right herein release and discharged except as set forth herein.

3. NON-ADMISSION

Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract, violated or breached any duty; or engaged in any misrepresentation or deception. The Parties agree that the Court has not conducted an evaluation as to certification of the class claims. Defendant denies all liability for the claims alleged in the Actions and that any Qualified Class Member is owed any damages or penalties or is entitled to any relief arising from the alleged claims. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code section 1152. The Parties consent to the continuing jurisdiction of the Court for the purposes of enforcement of the Settlement, pursuant to California Code of Civil Procedure section 664.6.

4. NON-EVIDENTIARY USE

Neither this Agreement nor any of its terms, nor any statements or conduct in the negotiation or drafting of it, shall be offered or used as evidence by Plaintiffs, any Class Member, Defendant, or their respective counsel, in the Actions, except as is reasonably necessary to effectuate the Settlement Agreement's purpose and terms. This Settlement Agreement may, however, be used by Defendant and the Released Parties to prove or defend against any claim released herein by any Class Member in any judicial, quasi-judicial, administrative, or governmental proceeding.

5. MEDIA OR PRESS

Plaintiffs, Class Counsel, and Defense Counsel will not make any public disclosure of the Settlement until the filing of the Motion for Preliminary Settlement Approval. Plaintiffs and Class Counsel represent that they have not made any disclosures which are contrary to the terms of the Memorandum of Understanding and the Settlement Agreement. Class Counsel will take all steps necessary to ensure that Plaintiffs are aware of, and will encourage them to adhere to, the restriction against any public disclosure of the Settlement until after the Motion for Preliminary Approval is filed with the Court. Thereafter, Plaintiffs and Class Counsel agree not to publicize the terms of this Settlement with the media, including but not limited to, any newspaper, journal, magazine, website and/or online reporter of settlements or on any website.

6. NON-RETALIATION

Defendant understands and acknowledges that it has a legal obligation to not retaliate against any Class Member who elects to participate in the Class Settlement or elects to Opt Out of the Class Settlement. Defendant will refer any inquiries regarding this Class Settlement to the Settlement Administrator or Class Counsel and will not discourage Class Members who are employees, directly or indirectly, from making claims, opting out, or objecting to the Class Settlement. None of the Parties, or their respective attorneys or agents, shall solicit or encourage any Class Members, directly or indirectly, to Opt Out of the Class Settlement.

7. CONSTRUCTION

The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arms-length, non-collusive negotiations between the Parties and that this Settlement Agreement is not to be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting this Settlement Agreement. If any of the dates in this Settlement Agreement fall on a weekend, back or court holiday, the time to act shall be extended to the next business day.

8. GOVERNING LAW

This Settlement Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of California.

9. NOTICES TO THE PARTIES AND THEIR COUNSEL

All notices, demand, and other communications to the Parties and their counsel concerning this Settlement Agreement shall be provided in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate and notify Settlement Administrator and the Parties:

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To Plaintiffs and Class Counsel:

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Vartan Madoyan
LAWYERS *FOR* JUSTICE, P.C.
410 Arden Avenue, Suite 203
Glendale, CA 91203

To Defendant, through Defense Counsel:

Elizabeth Staggs Wilson
estaggs-wilson@littler.com
Angela Rafoth
arafoth@littler.com

Littler Mendelson P.C.
101 Second Street, Suite 1000
San Francisco, CA 94105

10. CAPTIONS AND INTERPRETATIONS

The captions and headings in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Settlement Agreement.

11. MODIFICATION

The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all counsel, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

12. INTEGRATION CLAUSE

This Settlement Agreement contains the entire agreement between the Parties relating to the Class Settlement of the Actions and the transactions contemplated thereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, and whether by a party or such party's legal counsel, are hereby superseded. No rights under this Settlement Agreement may be waived except in writing as provided above.

13. SUCCESSORS AND ASSIGNS

This Settlement Agreement shall be binding on and inure to the benefit of the Parties and Releasing Parties.

14. WARRANTIES AND REPRESENTATION

Each of the Parties to this Settlement Agreement and or their agent covenants and warrants that (a) they have full power and authority to enter into and consummate all transactions contemplated by this Settlement Agreement and have duly authorized the execution, delivery and performance of this Settlement Agreement; (b) the person executing this Settlement Agreement has the full right, power and authority to enter into this Settlement Agreement on behalf of the party for whom he/she has executed this Settlement Agreement, and the full right, power and authority to execute any and all necessary instruments in connection herewith, and to fully bind such party to the terms and obligations of this Settlement Agreement; and (c) they acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement, and that Defendant may distribute funds to the Qualified Class Members, Class Counsel, and the Plaintiffs as provided by this Settlement Agreement.

15. EXECUTION IN COUNTERPARTS

This Settlement Agreement may be executed by one or more Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

16. ATTORNEY FEES, COSTS, AND EXPENSES

Except as otherwise specific provided for herein, each party shall bear their or its own attorney's fees, costs, and expenses, taxable or otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other party to this Settlement Agreement.

17. ACTION TO ENFORCE AGREEMENT

Any post-mediation disputes shall be submitted to the mediator, Gig Kyriacou, Esq., for resolution. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the prevailing Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

18. RES JUDICATA

Plaintiffs agree that the Released Parties can assert this Settlement Agreement and the Order of Approval and Judgment as a defense to any future claims for any Released Claims alleged to have occurred during the Class Period and PAGA Period. The Parties intend this settlement and the resulting judgment to have claim preclusive effect, issue preclusive effect, estoppel effect and to otherwise bar a representative action to the fullest extent permissible under applicable law if

any allegedly aggrieved employee were to bring a subsequent claim for any act or omission based on the same factual predicates as the Actions and alleged to have occurred during the Class Period or PAGA Period.

19. EXECUTION

The Parties and their counsel have executed this Settlement Agreement on the date below their signatures or the signature of their representatives. The date of this Settlement Agreement is fully executed shall be the date of the latest signature.

APPROVAL AND EXECUTION BY PARTIES

Dated: _____, 2024

CARL ZEISS MEDITEC, INC.

By: _____
_____ on behalf of Defendant
TITLE: _____

07/03/2024

Dated: _____, 2024

CHRISTINA COCOTIS-ANDRADE

By:  Electronically Signed: 2024-07-03 14:58:08 UTC - 108.64.14.15
Printex AssureSign® 40c96a11-6a0c-4be8-ad9d-b1a1016739a1
Plaintiff and Class Representative

Dated: _____, 2024

NYCOLE TORRES

By: _____
Plaintiff and Class Representative

any allegedly aggrieved employee were to bring a subsequent claim for any act or omission based on the same factual predicates as the Actions and alleged to have occurred during the Class Period or PAGA Period.

19. EXECUTION

The Parties and their counsel have executed this Settlement Agreement on the date below their signatures or the signature of their representatives. The date of this Settlement Agreement is fully executed shall be the date of the latest signature.

APPROVAL AND EXECUTION BY PARTIES

Dated: _____, 2024

CARL ZEISS MEDITEC, INC.

By: _____
_____ on behalf of Defendant
TITLE: _____

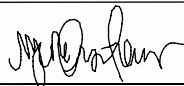
Dated: _____, 2024

CHRISTINA COCOTIS-ANDRADE

By: _____
Plaintiff and Class Representative

07/02/2024
Dated: _____, 2024

NYCOLE TORRES

By:  _____
Plaintiff and Class Representative

Electronically Signed: 2024-07-02 22:16:25 UTC - 72.221.23.91
Nitex AssureSign® 8f5a1bd-a61e-4e1e-906b-b1a101698c3f

APPROVED AS TO FORM BY COUNSEL

LAWYERS *FOR* JUSTICE

Dated: July 3, 2024



Edwin Aiwanian
Vartan Madoyan
Counsel for Plaintiffs

LITTLER MENDELSON P.C.

Dated: _____, 2024

Elizabeth Staggs Wilson
Angela Rafoth

Counsel for Defendant
Carl Zeiss Meditec, Inc.

EXHIBIT 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

You may be eligible to receive a settlement payment. Please read this notice carefully.

A proposed class action settlement agreement (the “Settlement”) has been reached between (1) Plaintiffs *Christina Cocotis-Andrade and Nycole Torres* (“Plaintiffs”), individually and in their representative capacity on behalf of class members defined below, and as private attorneys general on behalf of the State of California; and (2) Defendant *Carl Zeiss Meditec, Inc.* (“Defendant”). The Settlement resolves disputed claims against Defendant arising out of its compensation policies and practices during the period from November 5, 2014, through July 21, 2023 (the “Class Period”) as applied to all individuals who are or were employed as hourly-paid or non-exempt employees of Defendant or its wholly owned subsidiary Carl Zeiss Meditec USA, Inc. in California during the Class Period (“Class Members”).

The Court has granted preliminary approval of the Settlement and ordered this notice to be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT.

If you are a Class Member (as defined above) and received this notice, you are already included in the Settlement and do not need to take any further action to receive a payment as described below. If you do not timely request exclusion from the settlement, then you will release the claims described below in exchange for your allocated portion of the settlement amount.

1. DESCRIPTION OF THE LAWSUIT

Plaintiffs, individually and in their representative capacity on behalf of the Class Members, and as private attorneys general on behalf of the State of California, are pursuing lawsuits against Defendant in the Superior Court of the State of California, County of Alameda in the matters of (a) *Lori Coleman, et al. v. Carl Zeiss Meditec, Inc.*, Case No. RG18972500 (“Coleman Class Case”); (b) *Christina Cocotis-Andrade v. Carl Zeiss Meditec, Inc.*, Case No. RG21089921 (“Cocotis-Andrade PAGA Case”); and (c) *Nycole Torres v. Carl Zeiss Meditec, Inc.*, Case No. 22CV023237 (“Torres Declaratory Relief Action”) (collectively, “Actions”). The Actions sought recovery for Defendant’s alleged: (1) failure to pay minimum wage and regular rate of wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods or provide premiums in lieu thereof; (4) failure to authorize and permit rest breaks or provide premiums in lieu thereof; (5) failure to pay timely wages at termination; (6) failure to provide accurate itemized wage statements; (7) alleged violation of Business and Professions Code § 17200, *et seq.*; (8) failure to reimburse for necessary business expenses; (9) failure to pay wages due as agreed upon under statute or contract; and (10) alleged violation of California Labor code sections 201, 201.3, 201.5, 202, 203, 204, 210, 225.2, 226, 226.3, 2267, 248.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197 *et seq.*, 1197.1, 1198, 1199, 2802, and applicable Industrial Welfare Commission Wage Orders, and California Code of Regulations, Title 8, section 11000 *et seq.*

Defendant denies all liability and allegations in the Actions and has raised various defenses to the claims. Defendant asserts that it fully complied with all applicable wage and hour laws and contends that civil penalties under the Cocotis-Andrade PAGA Case are not warranted. Defendant also denies that the Coleman Class Case is suitable for class certification. Defendant further denies that injunctive or declaratory relief sought through the Torres Declaratory Relief Action is warranted. Defendant has entered into the Settlement solely for the purposes of resolving this dispute to avoid costly, disruptive, and time-consuming litigation and does not admit to any wrongdoing or liability.

The Court has not ruled on the merits of the Actions. By approving the Settlement and issuing this notice, the Court is **not** suggesting which side would win or lose the case if it went to trial or whether the claims are suitable for class certification. To avoid the additional expenses, inconvenience, and risk of continued litigation, Plaintiffs and Defendant (the “Parties”) have concluded that it is in their respective best interests and interests of Class Members to settle the Actions on the terms summarized in this notice. The Settlement was reached after Defendant provided extensive information and documents to Plaintiffs’ counsel, and after lengthy arms-length non-collusive negotiations between the Parties, including mediation with an experienced and well-respected mediator in California. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Settlement was a fair, reasonable, and adequate way to resolve the disputed claims.

Plaintiffs and Plaintiff’s counsel—Lawyers *for* Justice P.C. (“Class Counsel”)—support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with the litigation. Plaintiffs and Class Counsel believe that the settlement described in this notice is fair, adequate, reasonable, and in the best interests of Plaintiffs and the Class Members.

Under the Settlement, the following settlement class will be certified under California law: *all individuals who are or were employed as hourly-paid or non-exempt employees of Defendant or its wholly owned subsidiary Carl Zeiss Meditec USA, Inc. in California during the Class Period.* The “Class Period” is defined as the period from November 5, 2014, through July 21, 2023. The Settlement provides for a gross settlement amount of \$1,710,000, a share of which is to be distributed to the Class Members based on the pro rata number of weeks worked by the Class Members during the Class Period as a proportion of all weeks worked by all Class Members. In exchange for their share of the settlement amount, all participating Class Members will be deemed to have released Defendant from liability on the terms described in this notice.

On **[INSERT PRELIMINARY APPROVAL DATE]**, the Court preliminarily approved the Settlement and conditionally certified the settlement class. This notice is being sent to you because Defendant’s records indicate that you worked for Defendant during the Class Period and that you met the definition of Class Members.

2. FOR CURRENT EMPLOYEES WITH DEFENDANT

Defendant is prohibited by law from taking any adverse action against, retaliating against, or discriminating against any Class Member because of the Class Member's participation in or decision not to participate in the Settlement.

3. TERMS OF THE SETTLEMENT

Defendant has agreed to pay \$1,710,000 (the "Gross Settlement Amount") to resolve the claims in the Actions. The Parties agreed to the following payments from the Gross Settlement Amount:

- A. **Administrative Expenses:** The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this notice to you and will perform many other duties related to the Settlement. Under the Settlement, up to \$10,000 will be paid from the Gross Settlement Amount to pay for the Administrative Expenses.
- B. **Class Counsel Attorney Fees and Expenses:** Class Counsel has been prosecuting the Actions on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. Class Counsel will ask for fees of thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$598,500) and up to \$35,000 in expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees and expenses, which will be paid from the Gross Settlement Amount.
- C. **Class Representatives Incentive Awards:** Class Counsel will ask the Court to provide incentive awards to Plaintiffs in the amount of \$10,000 for each of them, which is to be paid out of the Gross Settlement Amount, to compensate them for their efforts on behalf of the Class Members in the Actions. Plaintiffs also may receive a share of the Settlement as Class Members.
- D. **PAGA Payment:** The Parties have agreed that \$150,000 of the Gross Settlement Amount is a reasonable sum to be paid in the settlement of the PAGA claims included in the Actions. The PAGA Payment is to be approved by the Court pursuant to Labor Code section 2699 and is to be distributed as follows: (i) seventy-five percent (75%) to the California Labor and Workforce Development Agency ("LWDA") (i.e., \$112,500); and (ii) twenty-five percent (25%) to all current and former hourly-paid or non-exempt employees employed by Defendant or its wholly-owned subsidiary Carl Zeiss Meditec USA, Inc., within the State of California at any time during the PAGA Period (i.e., \$37,500). The "PAGA Period" is defined as the period from December 21, 2019, through July 21, 2023. **If you are a member of this "PAGA Group" you will receive your pro rata share of this PAGA Payment regardless of whether you opt-out of the class action settlement. You do not have an opportunity to opt out of or object to the PAGA portion of this settlement.**

4. DISTRIBUTION OF THE SETTLEMENT TO THE CLASS MEMBERS

Each eligible Class Member who does not request exclusion from the Settlement will be deemed a “Qualified Class Member” and will receive a share from the Net Settlement Amount, which will be distributed pro rata based on the proportional number of weeks worked by each Class Member during the Class Period (the “Individual Settlement Amount”). If any Class Member requests exclusion from the Settlement, his or her share will be distributed to the remaining Qualified Class Members. Members of the PAGA Group will receive their pro rata share of the PAGA Payment regardless of whether they are a Qualified Class Member.

Thirty-three percent (33%) of each Individual Settlement Amount shall constitute payment in the form of wages (and each Qualified Class Member will be issued an IRS Form W-2 for such payment to him or her), and sixty-seven percent (67%) of each Individual Settlement Amount shall constitute penalties and interest, and each Qualified Class Member will be issued an IRS Form 1099 for such payment to him or her.

The Settlement Administrator will calculate the total employer’s taxes due on the wage portion of the Qualified Class Members’ Individual Settlement Amount, including, but not limited to, state and federal tax withholding, unemployment insurance, social security, and Medicare taxes. Defendant will separately fund these tax obligations outside of Gross Settlement Amount. There will be no deduction taken from the interest or penalty distribution—it will, however, be reported on IRS Form 1099 as income. Qualified Class Members are responsible for the proper income tax treatment of their Individual Settlement Amount. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Qualified Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Defendant’s records reflect that you worked during [REDACTED] **workweeks** during the Class Period. Based on that information, the Settlement Administrator has calculated your *estimated* Individual Settlement Amount as \$ [REDACTED].

The workweeks you worked for Defendant during the Class Period are based on Defendant’s records and other best-available information. If you feel that you were not credited with the correct number of workweeks worked during the Class Period, you may submit your dispute to the Settlement Administrator on or before [INSERT RESPONSE DEADLINE] with supporting documentation to establish the number of workweeks you claim to have actually worked during the Class Period. **Please do not send originals to the Settlement Administrator. Documents sent to the Settlement Administrator will not be returned and may not be preserved.** The Parties and the Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks should be credited. The Settlement Administrator will make the final decision as to how many weeks are credited and report the outcome to the Qualified Class Member. If you are unsatisfied with the decision, you may submit an objection, which is explained below.

Settlement checks will be mailed to all Qualified Class Members and PAGA Group members after the Court grants final approval of the Settlement and judgment is entered.

5. RELEASE OF CLAIMS

If the Court approves the Settlement, the Court will enter judgement and the Settlement will bind all Qualified Class Members. Qualified Class Members will then be barred from bringing any “Released Claims” against the “Released Parties,” as defined below:

The “**Released Parties**” are Defendant and any of its past, present and future, direct or indirect parents, subsidiaries (including Carl Zeiss Meditec USA, Inc.), predecessors, successors and affiliates, as well as each of their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

The “**Released Claims**” are those claims arising out of or related to the allegations set forth in the operating Complaint of the Actions, which arose during the Class Period, including but not limited to:

For Qualified Class Members: the claims set forth in the Actions, which arose during the Class Period, including but not limited to:

- failure to pay minimum wage and regular rate wages;
- failure to pay overtime compensation;
- failure to provide meal periods or provide premiums in lieu thereof;
- failure to provide rest periods or provide premiums in lieu thereof;
- failure to pay timely wages at termination;
- failure to provide accurate itemized wage statements;
- alleged violation of Business and Professions Code § 17200, et seq.;
- failure to reimburse for necessary business expenses;
- failure to pay wages due as agreed upon under statute or contract;
- declaratory relief or other relief from contractual releases;
- those claims predicated on the same or similar facts alleged in the Actions;
- those claims that could have been pled which arise from the same or similar facts concerning the Plaintiffs or the Settlement Class; and those claims predicated on the same or similar facts and/or claims alleged in the complaints as well as any claims that could have been pled which arise from the same or similar facts concerning the Plaintiff or the putative class, and claims for interest, penalties (including but not limited to waiting time penalties), as well as any claims under the California Labor Code and California Industrial Welfare Commission Wage Orders.
- claims based on the alleged violation of California Labor Code sections 201, 201.3, 201.5, 202, 203, 204, 210, 225.2, 226, 226.3, 2267, 248.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197 et seq., 1197.1, 1198, 1199, 2802, and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 et seq.;
- any claims for injunctive relief, declaratory relief, restitution, alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the Complaint;

- any and all other claims under California common law, the federal law, and the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Actions and based on the alleged Labor Code violations.

For the Plaintiffs, individually and in their capacity as representatives of the State of California and its LWDA:

- (a) The claims for civil penalties under the California Private Attorneys General Act of 2004 (Labor Code section 2698, *et seq.*) for conduct during the PAGA Period as to the PAGA Group that are set forth in the Actions or which could have been asserted predicated on the same or similar facts alleged in the Actions and/or any PAGA letter sent to the LWDA by Plaintiffs in or prior to the Actions for violations of California Labor Code sections 201, 201.3, 201.5, 202, 203, 204, 210, 225.5, 226, 226.3, 226.7, 248.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197 *et seq.*, 1197.1, 1198, 1199, 2699, 2802, and applicable IWC Wage Orders.

The Settlement does not release Defendant or any person, party, or entity from claims, if any, by Qualified Class Members for workers' compensation, unemployment, or disability benefits of any nature. Nor does it release any claims, actions, or causes of action which may be possessed by Qualified Class Members under state or federal discrimination statutes, including, but not limited to, the California Fair Employment and Housing Act (Gov. Code, §§ 12900-12996); Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, *et seq.*); the Americans with Disabilities Act (42 U.S.C. § 1201, *et seq.*); the Employee Retirement Income Security Act of 1974 (29 U.S.C. § 1001 *et seq.*); and all of their implementing regulations and interpretive guidelines.

Qualified Class Members are Class Members who do not request exclusion from the Settlement in a timely manner. Qualified Class Members will be deemed to have acknowledged and agreed that their claims for wages and penalties in the Actions are disputed, and that the Settlement payment constitute payment of all sums allegedly due to them. Qualified Class Members will be deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Settlement payments, which provides as follows in pertinent part:

“An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.”

6. YOUR OPTIONS

A. DO NOTHING AND RECEIVE YOUR PORTION OF THE SETTLEMENT

If you do nothing, you will be deemed as a Qualified Class Member in the Settlement and will receive a settlement payment. **You do not have to take any further action to receive your settlement payment.** It is, however, the responsibility of all Qualified Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive

important information or a settlement payment. The estimated amount of your settlement payment if you do nothing is included in the attached *Class Action Settlement Share Form*.

B. REQUEST EXCLUSION FROM THE CLASS AND THE SETTLEMENT

If you **do not wish to take part** in the class action portion of Settlement (the “Class Settlement”), you may exclude yourself (i.e., opt out of the Class Settlement) by sending the Settlement Administrator a letter or card postmarked no later than **[Response Deadline]** requesting exclusion from the Class Settlement. **The exclusion request must include your name, address, telephone number, and signature, along with the request stating something in effect:**

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN *LORI COLEMAN, ET AL. V. CARL ZEISS MEDITEC, INC.*, LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT AND WILL NOT BE RELEASING ANY CLAIMS I MIGHT HAVE.”

Send the request for exclusion directly to the Settlement Administrator at the following address **by no later than [Response Deadline]**:

[INSERT SETTLEMENT ADMINISTRATOR CONTACT INFORMATION]

Upon receipt, any person who submits a timely request for exclusion from the Class Settlement will no longer be a Class Member, will be barred from participating in the Class Settlement, and will not receive benefits from the class action portion of the Settlement. If you want confirmation of receipt of your request for exclusion, please send it by United States certified mail, return receipt requests, or contact the Settlement Administrator.

Importantly, Class Members who timely and validly request exclusion from the Class Settlement will not be excluded from their share of the PAGA Payment, if any. Requesting exclusion from the Class Settlement applies solely to the Class member's entitlement to the class action portion of the Settlement and not their entitlement to the PAGA Payment.

C. OBJECT TO THE SETTLEMENT

You have the right to object to the terms of the Settlement if you do not request exclusion. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement or any portion of it, you may file with the Settlement Administrator and the Court a written objection stating your name, address, telephone number, dates of employment with Defendant, the case name and number, each specific reason in support of your objection, and any legal support for each objection. Objections in writing must be mailed to the Settlement Administrator—**[INSERT SETTLEMENT ADMINISTRATOR CONTACT INFORMATION]**—by no later than **[Response Deadline]** to be considered. **Objections that do not include all required information or that are not submitted in a timely manner might not be considered by the Court.**

If you choose to object to the Settlement, you may also appear to speak at the final approval and fairness hearing scheduled for [FINAL APPROVAL HEARING DATE], at [FINAL APPROVAL HEARING TIME] in Department [INSERT] of the Superior Court of the State of California for the County of Alameda, located at [INSERT COURT LOCATION]. You have the right to appear either in person or through your own attorney at this hearing.

If you object to the Settlement, you will remain a Class Member, and if the Court approves the Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided above shall have waived any objection to the Settlement, whether by appeal or otherwise.

If you wish to object to the Settlement by speaking at the final approval and fairness hearing, you may contact Class Counsel, whose information is provided below.

7. UPDATING OR CHANGING YOUR ADDRESS

If you move after receiving this notice or if it was misaddressed, please contact the Settlement Administrator, [INSERT SETTLEMENT ADMINISTRATOR CONTACT INFORMATION], as soon as possible. This is important to ensure that future notice and/or the Settlement payment reach you.

8. NOTICE OF FINAL JUDGEMENT IF THE SETTLEMENT IS APPROVED

If the Court held a final and fairness approval hearing and entered a final order approving the Settlement, the Settlement Administrator will post a copy of that order and final judgment on its website within seven (7) days after the entry of final judgment on its website at the following website address:

[INSERT SETTLEMENT URL – TO BE ADDED BY SETTLEMENT ADMINISTRATOR]

9. IF THE SETTLEMENT IS NOT APPROVED

If the Settlement is not approved by the Court, the Settlement may be voided, in which case no money will be paid, and the case will return to litigation.

10. QUESTIONS OR COMMENTS

If you have any questions about the settlement, you may contact the Settlement Administrator at [INSERT SETTLEMENT ADMINISTRATOR CONTACT INFORMATION].

You may also contact Class Counsel at the address and phone numbers listed below.

Edwin Aiwanian
Arby Aiwanian
Joanna Ghosh

Vartan Madoyan
LAWYERS *FOR* JUSTICE, P.C.
410 Arden Avenue, Suite 203
Glendale, CA 91203
Tel: (818) 265-1020
Fax: (818) 265-1021

EXHIBIT 2

**MEMORANDUM OF UNDERSTANDING – CLASS ACTION AND PRIVATE
ATTORNEYS GENERAL ACT SETTLEMENT**

Lori Coleman; Christina Cocotis-Andrade v. Carl Zeiss Meditec, Inc.
Alameda Superior Court, Case No. RG18972500

Christina Cocotis-Andrade v. Carl Zeiss Meditec, Inc.
Alameda Superior Court, Case No. RG21089921

Nycole Torres v. Carl Zeiss Meditec, Inc.
Alameda Superior Court, Case No. 22CV023237

1. Defendant Carl Zeiss Meditec, Inc. (“Defendant”) and Plaintiffs Christina Cocotis-Andrade and Nycole Torres (“Plaintiffs”) hereby set forth the terms of a Memorandum of Understanding (“MOU” or “Agreement”) designed to bind the parties to terms of a settlement to be thereafter memorialized further in a long form Stipulation of Settlement, the provisions of which are consistent with this MOU.
2. For purposes of this Agreement, the “Actions” are defined as (1) *Lori Coleman, et al. v. Carl Zeiss Meditec, Inc.*, filed in the Superior Court of the State of California, County of San Alameda, Case No. RG18972500 (“Coleman Class Case”); (2) *Christina Cocotis-Andrade v. Carl Zeiss Meditec, Inc.*, filed in the Superior Court of the State of California, County of Alameda, Case No. RG21089921 (“Cocotis-Andrade PAGA Case”); and (3) *Nycole Torres v. Carl Zeiss Meditec, Inc.*, filed in the Superior Court of the State of California, County of Alameda, Case No. 22CV023237 (“Torres Declaratory Relief Action”), and any operative complaint. This MOU memorializes the settlement reached on or about January 23, 2023, between Plaintiffs and Defendant (“the Settlement”). Plaintiffs and Defendant shall be referred to herein as the “Parties.” This MOU confirms the essential terms of the Settlement and assists in preparation of a comprehensive settlement agreement.
3. The Parties stipulate that the allegations in the cases shall be consolidated for settlement purposes by (1) filing a further amended complaint in the Coleman Class Case adding Ms. Torres as a named plaintiff and adding the allegations in the Cocotis-Andrade PAGA Case and the Torres Declaratory Relief Action to the operative complaint; and (2) dismissing the Cocotis-Andrade PAGA Case and the Torres Declaratory Relief Action without prejudice, with Court approval.
4. The class shall be defined as all current and former hourly-paid or non-exempt employees of Defendant or its wholly-owned subsidiary Carl Zeiss Meditec USA, Inc., in California employed between November 5, 2014 through the date of preliminary approval of the Settlement (i.e., the Class Release Period), unless shortened by operation of Paragraph 23. (“Class” or “Class Members”).
5. The class release period shall be from November 5, 2014 through the date of the Court’s preliminary approval of the Settlement, unless shortened by operation of Paragraph 23 (“Class Release Period”).

6. The PAGA group shall be defined as all current and former hourly-paid or non-exempt employees employed by Defendant or its wholly-owned subsidiary Carl Zeiss Meditec USA, Inc., within the State of California at any time during the period from December 21, 2019 through the date of preliminary approval of the Settlement (i.e., the PAGA Release Period), unless shortened by operation of Paragraph 23 (“PAGA Group” or “PAGA Employees”).
7. The PAGA release period shall be from December 21, 2019 through the date of preliminary approval of the Settlement, unless shortened by operation of Paragraph 23 (“PAGA Release Period”).
8. Defendant agrees to pay, on an all-in and non-reversionary basis, a Total Settlement Amount of One Million Seven Hundred Ten Thousand Dollars and Zero Cents (\$1,710,000.00) (“TSA”), inclusive of all amounts to be paid to Class Members, the PAGA Penalty Amount, attorneys’ fees, costs, enhancement awards, and settlement administration costs (the “Total Settlement Amount” or “TSA”). The sole additional amount Defendant shall owe as a result of this settlement is Defendant’s share of employer payroll taxes, which shall be separately paid to the Settlement Administrator in addition to the TSA.
9. The net settlement amount will be calculated by deducting all attorneys’ fees, costs, enhancement awards, PAGA Penalty Amount, and settlement administration costs from the Total Settlement Amount (“Net Settlement Amount”).
10. Of the TSA, One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) shall be allocated as civil penalties to settle the PAGA claims asserted in the Cocotis-Andrade PAGA Case and the Coleman Class Case (once amended) (the “PAGA Penalty Amount”). 75% of the PAGA Penalty Amount will be payable to the Labor and Workforce Development Agency and the remaining 25% will be payable to the PAGA Group. The PAGA Group shall release their PAGA claims in their entirety, individually and in their capacity representing the State of California, and may not opt out of or object to the PAGA release.
11. The Parties agree to the designation of Lawyers *for* Justice, PC as counsel for the Class in the Coleman Class Case (“Class Counsel”).
12. Defendant will not oppose Plaintiffs’ request for an enhancement award not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Ms. Torres and Ms. Cocotis-Andrade (“the Representatives”) to be paid out of the TSA, for their efforts in prosecuting the Actions and obtaining the Settlement on behalf of the Class, State of California, and PAGA Group. The Parties agree that Ms. Cocotis-Andrade’s release under the Settlement will include a full general release with California Civil Code Section 1542 waiver, in exchange for the enhancement award.
13. It is understood that Plaintiffs’ counsel will request, subject to court approval, an

attorneys' fees award of up to 35% (i.e., up to \$598,500.00) which will be paid out of the Total Settlement Amount. Defendant will not oppose this request. Any reduction by the Court of Class Counsel's claimed attorneys' fees and/or reasonable costs/expenses shall not be sufficient grounds to void the Settlement.

14. Defendant will not oppose Class Counsel's request for reimbursement of actual litigation costs incurred in the Actions, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), the final amount to be determined at the time of seeking final approval and the award of litigation costs and subject to court approval.
15. Defendant's share of any payroll taxes to be paid in connection with the Settlement shall be paid by Defendant in addition to the Total Settlement Amount.
16. Upon final approval by the Court, the claims released by the Qualified Class Members (those who do not opt out) and PAGA Group against the Released Parties will include:
 - a. For the Qualified Class Members:
 - i. The Claims set forth in the Actions, including, but not limited to: (1) Failure to pay minimum and regular rate wages; (2) Failure to pay overtime compensation; (3) Failure to provide meal periods or provide premiums in lieu thereof; (4) Failure to provide rest periods or provide premiums in lieu thereof; (5) Failure to pay timely wages at termination; (6) Failure to provide accurate itemized wage statements; (7) Violation of Business and Professions Code § 17200, et seq.; (8) Failure to reimburse for necessary business expenses; (9) Failure to pay wages due as agreed upon under statute or contract; (10) Claim for Declaratory Relief or other relief from contractual releases, and those claims predicated on the same or similar facts and/or claims alleged in the Actions; as well as any claims that could have been pled which arise from the same or similar facts concerning the Plaintiffs or the putative class, and claims for interest, penalties (including but not limited to waiting time penalties); as well as any claims under the California Labor Code and California Industrial Welfare Commission Wage Orders (specifically for violations of California Labor Code sections 201, 201.3, 201.5, 202, 203, 204, 210, 225.5, 226, 226.3, 226.7, 248.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197 et seq., 1197.1, 1198, 1199, 2802, and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 et seq.; or which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Actions;
 - ii. Any claims for injunctive relief, declaratory relief, restitution, alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the complaints filed as part of the Actions;

- iii. Any and all other claims under California common law, the federal law, and the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Actions and based on the alleged Labor Code violations.

b. For the PAGA Group:

- i. The claims for civil penalties under the California Private Attorneys General Act of 2004 (Labor Code §§ 2698, et seq.) that are set forth in the Actions or which could have been asserted predicated on the same or similar facts alleged in the Actions and/or any PAGA letter sent to the LWDA by Plaintiffs in or prior to the Actions for violations of California Labor Code sections 201, 201.3, 201.5, 202, 203, 204, 210, 225.5, 226, 226.3, 226.7, 248.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197 et seq., 1197.1, 1198, 1199, 2699, 2802, and applicable IWC Wage Orders.

The Parties agree that the doctrines of res judicata, claim preclusion, issue preclusion, primary rights, and collateral estoppel shall fully and broadly apply to released claims and the release in this Settlement to the greatest effect and extent permitted by law. As to the PAGA Group, it is further agreed that the released claims include any claims for statutory penalties that could have been investigated by the LWDA within the scope of the PAGA letters submitted by Plaintiffs. To the extent the LWDA has released the PAGA claims in connection with this Agreement, no member of the PAGA Group may pursue these same PAGA claims released here in another action. The PAGA Group are collaterally estopped from pursuing the PAGA claims released and compromised by the LWDA. After the Court grants final approval of the settlement, Plaintiff will provide the LWDA with a copy of the Judgment which will include the definition of the PAGA Group. Plaintiff does not release any member of the PAGA Group's claim for wages and damages. This does not preclude the release of wages and damages by the Qualified Class Members as set forth in this Agreement. Each member of the PAGA Group will be issued a check for their share of 25% of the PAGA Penalty Amount and will not have the opportunity to opt out of, or object to, the PAGA Penalty Amount and release of the PAGA claims. The PAGA Group are bound by the release of the PAGA claims included within the definition of released PAGA claims regardless of whether they cash or deposit their portion of the PAGA Penalty Amount or exclude themselves from the class portion of the settlement.

- 17. In support of this Agreement, Plaintiffs will request that the Court certify for settlement purposes only the Class as to all non-PAGA claims that have been asserted, which Defendant shall not oppose or object to.
- 18. Payments to the Class will be allocated as follows: 33% as wages, and 67% as interest and penalties. Payments to the PAGA Group out of the PAGA Penalty Amount will be allocated as 100% penalties.

19. The settlement administrator will be a company mutually agreed to by the Parties (“Settlement Administrator”). Defendant will not oppose actual settlement administration costs, which shall be estimated and documented in the long-form settlement agreement.
20. Defendant agrees to provide the Settlement Administrator, within thirty (30) calendar days of preliminary approval of the Settlement by the Court of a stipulated settlement, a database containing the following information: (1) the full name, and last known address and full social security number of all Class Members; and (2) the information necessary to determine the estimated settlement allocation to each Class Member, including without limitation, the total number of workweeks worked by each Class Member during the Class Release Period and the total number of pay periods worked by each PAGA Employee during the PAGA Release Period. The Parties agree that the workweeks allocated to each Class Member and PAGA Employee may be determined using the best information reasonably available, including timekeeping and/or payroll records, as well as reasonable extrapolation from available information, including dates of employment. The Settlement Administrator will calculate the Net Settlement Amount to be paid *pro rata* per workweek during the Class Release Period, to Qualified Class Members. Class Members will have the opportunity to challenge the number of workweeks allocated to them during the notice period, with the Settlement Administrator to have authority to resolve all such disputes with the cooperation of counsel.
21. The 25% of the PAGA Penalty Amount payable to the PAGA Group shall be allocated *pro rata* based on the number of pay periods identified for each member of the PAGA Group during the PAGA Release Period, using the process described in Paragraph 20 with respect to the Class Members. Members of the PAGA Group will not have any option to opt out of the PAGA portion of the settlement, and will receive their *pro rata* portion of 25% the PAGA Penalty Amount regardless of whether they opt out of the settlement of the class claims.
22. Uncashed checks shall be distributed as set forth in California Code of Civil Procedure Section 384, as amended.
23. Defendant represented at mediation that the extrapolated calculated number of workweeks through February 17, 2023, is approximately 77,290 workweeks (“Workweeks”). If Workweeks through preliminary approval of the Settlement exceed this Workweeks estimation by more than 10% (7,729 workweeks), then the end date for the Settlement Release Period and PAGA Release Period shall be set at the latest date before preliminary approval of the Settlement, where the total workweeks do not exceed 85,019 workweeks (110% of the estimate in this paragraph).
24. The Parties agree to cooperate in vacating any and all class certification deadlines and trial dates. The Parties will cooperate in staying any and all discovery and trial-related deadlines.

25. The Parties agree to cooperate fully with each other to accomplish the terms of the Settlement by entering into a long-form Stipulation of Settlement, to use their best efforts to finalize the Settlement, and to use any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the Settlement.
26. Any post-mediation disputes shall be submitted to the mediator, Gig Kyriacou, Esq., for resolution.

IT IS SO AGREED.

Dated: 08/03/2023, 2023

PLAINTIFF

Electronically Signed 2023-08-03 20:13:06 UTC - 76.220.4.150
Christina Cocotis-Andrade
Vertex AssureSign® *daa5732-36d0-4960-bbe7-6053014bbe02

Christina Cocotis-Andrade

Dated: _____, 2023

PLAINTIFF

Nycole Torres

Dated: _____, 2023

DEFENDANT

Aaron Kim
On behalf of Defendant

25. The Parties agree to cooperate fully with each other to accomplish the terms of the Settlement by entering into a long-form Stipulation of Settlement, to use their best efforts to finalize the Settlement, and to use any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the Settlement.
26. Any post-mediation disputes shall be submitted to the mediator, Gig Kyriacou, Esq., for resolution.

IT IS SO AGREED.

Dated: _____, 2023

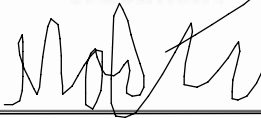
PLAINTIFF

Christina Cocotis-Andrade

07/29/2023

Dated: _____, 2023

PLAINTIFF


Nycole Torres

Dated: _____, 2023

DEFENDANT

Aaron Kim
On behalf of Defendant

25. The Parties agree to cooperate fully with each other to accomplish the terms of the Settlement by entering into a long-form Stipulation of Settlement, to use their best efforts to finalize the Settlement, and to use any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the Settlement.
26. Any post-mediation disputes shall be submitted to the mediator, Gig Kyriacou, Esq., for resolution.

IT IS SO AGREED.

Dated: _____, 2023

PLAINTIFF

Christina Cocotis-Andrade

Dated: _____, 2023

PLAINTIFF

Nycole Torres

Dated: August 01, 2023

DEFENDANT

Kim Aaron
U6AARKIM

Digitally signed by Kim Aaron
U6AARKIM
Date: 2023.08.01 13:25:29 -07'00'

Aaron Kim
On behalf of Defendant