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6
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF ALAMEDA**
9

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

16 Plaintiffs,

17 v.

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

20 Defendants.

Case No.: RG18927500

**DECLARATION OF LLUVIA ISLAS OF
PHOENIX SETTLEMENT
ADMINISTRATORS IN SUPPORT OF
PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT, CLASS COUNSEL
ATTORNEYS FEES AND EXPENSES,
AND INCENTIVE AWARD**

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DECLARATION OF LLUVIA ISLAS

I, Lluvia Islas, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Christina Cocotis-Andrade et al. v. Carl Zeiss Meditec, Inc.* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) for this matter, Phoenix is responsible for: (i) preparing, printing, and mailing the *Notice of Proposed Class Action Settlement* (“Class Notice”); (ii) responding to any inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from November 5, 2014 to July 21, 2023 (“Class Period”) and the number of pay periods that each PAGA Group employee who worked during the time period from December 21, 2019 to July 21, 2023 (“PAGA Period”); (iv) determining the validity of any letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), any written objections to the Class Settlement (“Objections”), and/or any disputes regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to the PAGA Group; (vii) issuing the payment to Class Counsel for Attorneys’ Fees and Expenses, the Incentive Awards to Plaintiffs, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On October 14, 2024, Phoenix received a data file from Defense Counsel that contained the full names, last known address and full social security number of all Class Members; and (2) the information necessary to determine the estimated settlement allocation

1 of each Class Member and PAGA Group member, including without limitation, the total
2 number of workweeks worked by each Class Member during the Class Period and the PAGA
3 Period. (the “Database”). The final mailing list contained four hundred ninety (490) individuals
4 identified as Class Members.

5 4. On October 14, 2024, Phoenix conducted a National Change of Address
6 (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible.
7 A search of this database provides updated addresses for any individual who has moved in the
8 previous four (4) years and notified the U.S. Postal Service of their change of address. To the
9 extent that an updated address was found in the NCOA database, the updated address was used
10 for the mailing of the Class Notice. To the extent that no updated address was found in the
11 NCOA database, the original address provided by Defendant’s Counsel was used for the
12 mailing of the Class Notice.

13 5. On November 12, 2024, Phoenix mailed the Notice via U.S. first class mail, in
14 English, to all four hundred ninety (490) Class Members on the Class List. A true and correct
15 copy of the mailed Notice is attached hereto as **Exhibit A**. Therefore the Response Deadline
16 was December 27, 2024.

17 6. As of the date of this declaration, twelve (12) Notices have been returned to
18 Phoenix. None were returned with a forwarding address. For the twelve (12) Notices returned
19 from the Post Office without a forwarding address, Phoenix attempted to locate a current
20 mailing address using idiCORE, one of the most comprehensive address databases available
21 for skip tracing. Of the twelve (12) Notices that were skip traced, nine (9) updated addresses
22 were obtained and the Class Notice was promptly re-mailed to those Class Members via first
23 class mail.

24 7. As of the date of this declaration, three (3) Class Notices remain undeliverable,
25 because an updated address could not be obtained via skip trace.

26 8. As of the date of this declaration, Phoenix has received three (3) Request for
27 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement
28 was December 27, 2024.

1 9. As of the date of this declaration, Phoenix has received zero (0) Notices of
2 Objection from Class Members. The deadline for objecting to the Class Settlement was
3 December 27, 2024.

4 10. As of the date of this declaration, Phoenix has received zero (0) Workweek
5 disputes from Class Members. The deadline for submitting a dispute was December 27, 2024.

6 11. The Net Settlement Amount of \$897,500.00 available to pay the Qualified
7 Settlement Class Members was determined by subtracting the requested Class Counsel
8 attorneys' fees (\$598,500.00), and Class Counsel costs (\$35,000.00), requested Incentive
9 Award to Plaintiff's Cocotis-Andrade and Torres \$10,000.00 each (\$20,000.00), the PAGA
10 Amount (\$150,000.00), and the requested Settlement Administration Costs (\$9,000.00) from
11 the Gross Settlement Amount (\$1,710,000.00).

12 12. There are four hundred eighty-seven (487) Class Members who did not submit
13 timely and valid Requests for Exclusion and are therefore deemed Qualified Class Members,
14 representing 99.39% of the Class. Settlement Class Members have worked a collective total of
15 eighty-three thousand six hundred nineteen (83,619) Workweeks during the Class Period. The
16 highest Individual Settlement Share to be paid is approximately \$4,829.94, the lowest
17 Individual Settlement Share to be paid is approximately \$10.73, and the average Individual
18 Settlement Share to be paid is approximately \$1,842.92. Settlement Class Members will be
19 issued payment of their Individual Settlement Shares subject to reduction for the Settlement
20 Class Member's share of taxes and withholdings with respect to the wages portion of the
21 Individual Settlement Share (the net payment is their "Individual Settlement Payment").
22 Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due
23 separately and apart from the Gross Settlement Amount.

24 13. Additionally, \$150,000.00 of the Gross Settlement Amount has been allocated
25 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%,
26 or \$112,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"),
27 and 25%, or \$37,500.00, shall be paid to Aggrieved Employees who are or were employed by
28 Defendant during the PAGA Period. There are three hundred thirty-four (334) Aggrieved

1 Employees who worked a total of fourteen thousand nine hundred twenty-six (14,926) pay
2 periods during the PAGA Period. The highest Individual PAGA Payment to be paid is
3 approximately \$233.65, the lowest Individual PAGA Payment to be paid is \$2.51, and the
4 average Individual PAGA Payment to be paid is approximately \$112.28.

5 14. Phoenix's costs associated with the administration of this matter are \$9,000.00.
6 This includes all costs incurred to date, as well as estimated costs involved in completing the
7 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto
8 as **Exhibit B**.

9
10 I declare under penalty of perjury of the laws of the State of California that the foregoing
11 is true and correct.

12 Executed this 31st day of January 2025, at Orange, California.

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14 *Lluvia Islas*

15 _____
16 LLUVIA ISLAS
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Exhibit A

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 September 12, 2024, 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 «Total_Weeks» **workweeks** during the Class Period. Based on that information, the Settlement Administrator has calculated your *estimated* Individual Settlement Amount as «Est_Set_Amt».

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 **December 27, 2024**, 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, 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.;
- 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 and in 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 **December 27, 2024**, 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 December 27, 2024**:

**Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863**

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 either (1) 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; or (2) make a court appearance (yourself or through an attorney) at the Final Approval Hearing and assert your objection orally. A written objection can be mailed to the Settlement Administrator—Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863—by no later than **December 27, 2024**.

If you choose to object to the Settlement, you may also appear to speak at the final approval and fairness hearing scheduled for **February 27, 2025, at 10:00 a.m.**, in Department 23 of the Superior Court of the State of California for the County of Alameda, located at 1221 Oak Street, Oakland, CA 94612. 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, Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, 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: cocotis-andrade-v-carl-zeiss-meditec.phoenixcases.com

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

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>.

After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

If you have any questions about the settlement, you may contact the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

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

Edwin Aiwazian

Arby Aiwazian

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 D



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	490
Opt Out Rate	1%
Opt Outs Received	3
Total Class Claimants	487
Subtotal Admin Only	\$9,027.28

TOTAL COSTS \$9,000.00

January 31, 2025

Case: *Cocotis-Andrade et al. v. Carl Zeiss Meditec, Inc.* Invoice

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$148.60	1	\$148.60
Call Center & Long Distance	\$2.00	60	\$120.00
NCOA (USPS)	\$200.00	2	\$400.00
Total			\$1,168.60

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.20	490	\$98.00
Notice Packet & Opt-Out Form	\$1.00	490	\$490.00
Estimated Postage (up to 1 oz.)	\$0.64	490	\$313.60
Static Website	\$250.00	1	\$250.00
Total			\$1,351.60

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.50	60	\$90.00
Remail Notice Packets	\$1.00	60	\$60.00
Estimated Postage	\$0.64	60	\$38.40
Programing Undeliverables	\$50.00	2	\$100.00
Total			\$453.40

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	3	\$405.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	3	\$255.00
Total			\$1,000.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	3	\$405.00
Disbursement Review	\$135.00	2	\$270.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	3	\$375.00
Mail Class Checks, W2 and 1099 *	\$1.00	487	\$487.00
Estimated Postage Checks, W2 and 1099	\$0.64	487	\$311.68
Total			\$2,238.68

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	3	\$375.00
Remail Undeliverable Checks (Postage Included)	\$1.50	120	\$180.00
Case Associate	\$55.00	3	\$165.00
Reconcile Uncashed Checks	\$75.00	2	\$150.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$85.00	3	\$255.00
Final Reporting & Declarations	\$120.00	2	\$240.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,250.00	1	\$1,250.00
Total			\$2,815.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Total: \$9,027.28