

PLAINTIFF/PETITIONER: Plaintiffs Christina Cocotis-Andrade, et al. and the Class
 DEFENDANT/RESPONDENT: Carl Zeiss Meditec, Inc.

CASE NUMBER:
 RG18927500 / Department 18

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

PLEASE SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

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

Date: December 10, 2025

Geoffrey Varas

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT 1

Arby Aiwazian (SBN 269827)
 Joanna Ghosh (SBN 272479)
 Meg Razi (SBN 237184)
LAWYERS for JUSTICE, PC
 450 North Brand Blvd, Suite 900
 Glendale, California 91203
 Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs and the Class

FILED
ALAMEDA COUNTY

DEC 01 2025 -

CLERK OF THE SUPERIOR COURT
 By *Pam Williams*
 Deputy

**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 Patrick McKinney
 Department 18

**[PROPOSED] AMENDMENT TO FINAL
 APPROVAL ORDER AND JUDGMENT**

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

The above-referenced action ("Action") was commenced as follows:

On November 5, 2018, Lori Coleman ("Plaintiff Coleman") filed a Class Action Complaint for Damages against Defendant Carl Zeiss Meditec, Inc. ("Defendant") in the Superior Court of the State of California for the County of Alameda, Case No. RG18972500, entitled *Lori Coleman v. Carl Zeiss Meditec, Inc.*, alleging causes of action for violation of (1) California Labor Code §§ 510 and 1198 (Failure to Pay Overtime), (2) California Labor Code §§ 226.7 and 512(a) (Failure to Provide Compliant Meal Periods and Associated Premiums), (3) California Labor Code § 226.7 (Failure to Provide Complaint Rest Periods and Associated Premiums), (4) California Labor Code §§ 1194, 1197 and 1197.1 (Failure to Pay Minimum Wages), (5) California Labor Code §§ 201 and 202 (Failure to Timely Pay Final Wages), (6) California Labor Code § 204 (Failure to Timely Pay Wages During Employment), (7) California Labor Code § 226(a) (Failure to Provide Compliant Wage Statements), (8) California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records), (9) California Labor Code §§ 2800 and 2802 (Failure to Reimburse Business Expenses), and (10) California Business and Professions Code § 17200, *et Seq.* ("Coleman Class Case").

On December 27, 2018, Plaintiff Coleman filed a First Amended Complaint. On December 22, 2021, Plaintiff Coleman filed a Second Amended Complaint, adding Christina Cocotis-Andrade ("Plaintiff Cocotis-Andrade") as a named Plaintiff in the *Coleman Class Case*.

On February 25, 2021, Plaintiff Cocotis-Andrade filed a PAGA Action against Defendant in the Superior Court of the State of California for the County of Alameda, Case No. RG21089921 entitled *Christina Cocotis-Andrade v. Carl Zeiss Meditec, Inc.*, (the "*Cocotis-Andrade PAGA Case*").

On December 6, 2022, Nycole Torres ("Plaintiff Torres") filed a case against Defendant for Declaratory Relief in the Superior Court of the State of California, County of Alameda, Case No. 22CV023237 ("*Torres Declaratory Relief Case*"). Plaintiff Torres alleged 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.

1 Since the filing of the *Coleman* Class Case, Plaintiff Coleman was dismissed as a Plaintiff
2 in the *Coleman* Class Case. On May 3, 2024, Plaintiff Cocotis-Andrade and Plaintiff Torres
3 (“Plaintiffs”) filed a Third Amended Complaint in the *Coleman* Class Case, and Plaintiffs have
4 dismissed their separately filed cases, i.e., the Cocotis-Andrade PAGA Case and the *Torres*
5 Declaratory Relief Case.

6 On **March 5, 2025**, the Court entered the Final Approval Order and Judgment, thereby
7 granting final approval of the settlement of the Action reached by Plaintiffs Cocotis-Andrade and
8 Torres and Defendant Carl Zeiss Meditec, Inc. in accordance with the Settlement Agreement and
9 Release, and amendments thereto (collectively, “Settlement,” “Agreement,” or “Settlement
10 Agreement”), which together with the exhibits annexed thereto, set forth the terms and conditions
11 for settlement of the Action.

12 The Declaration of Lluvia Islas with Respect to Final Accounting (“Islas Declaration”) was
13 submitted for filing in the Action concurrently with this document.

14 On **May 21, 2025**, Defendant deposited the total amount of \$1,744,682.15 into the QSF,
15 consisting of \$1,710,000.00 for the Gross Settlement Amount and \$34,682.15 for the employer’s
16 share of payroll taxes (Islas Declaration, ¶4).

17 On **May 27, 2025**, Phoenix issued and mailed checks from the QSF to each Qualified
18 Class Member totaling \$971,700.00, to each PAGA Group member totaling \$37,500.00), Class
19 Counsel, Attorney Fees (in the amount of \$564,300.00) and Attorney Costs (in the amount of
20 \$35,000.00 (Class Counsel Attorney Fees and Costs in the amount totaling \$599,300.00),
21 Incentive Awards (in the amount of \$10,000.00 to Plaintiff Cocotis and in the amount of \$7,500
22 to Plaintiff Torres, totaling \$17,500.00), LWDA Payment to the LWDA (in the amount of
23 \$112,500.00), and Administrative Expenses to Phoenix (in the amount of \$9,000.00) (*Id.* ¶5).

24 The check-cashing deadline for the Qualified Class Members / PAGA Group members
25 expired on **November 23, 2025**, which was one hundred and eighty (180) calendar days from the
26 date the settlement checks were issued (*Id.* ¶8).

27 As of **November 24, 2025**, sixty-six (66) settlement checks were not cashed, deposited, or
28 otherwise negotiated. The sum associated with those checks totaled **\$61,431.22** (*Id.* ¶9).

All disbursements were completed in compliance with the *Settlement Agreement and Release* and all amendments thereto, and the *Final Approval Order and Judgment* (*Id.* ¶10).

Pursuant to the Final Approval Order, any checks issued by the Settlement Administrator to Qualified Class Members and the PAGA Group shall be negotiable for at least one hundred eighty (180) calendar days after they are mailed to them. Thereafter, all such checks shall be canceled and funds associated with said canceled checks, along with any interest earned in the qualified settlement account, shall be distributed to the **Bay Area Legal Aid**, which the parties designate as the *cy pres* recipient, subject to Court approval (*Id.* ¶7).

Having reviewed the Administrator's Declaration, and good cause appearing,

THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. The Court's March 5, 2025 Final Approval Order and Judgment is hereby incorporated by reference into this Amendment to Final Approval Order and Judgment;

2. The payment of the funds associated with the total amount of the **sixty-six (66)** settlement checks that were not cashed, deposited, or otherwise negotiated, in the amount of **\$61,431.22**, to the *cy pres* Bay Area Legal Aid, is approved;

3. After entry of this Amendment to Final Approval Order and Judgment, pursuant to California Code of Civil Procedure, Plaintiff shall submit the Amendment to Final Approval Order and Judgment to the Judicial Council;

4. Upon the entry of this Order/Compliance hearing of December 11, 2025, the Action shall be closed.

Dated: December 1, 2025



Honorable Patrick McKinney
Judge of the Alameda Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 N. Brand Blvd., Suite 900, Glendale, California 91203.

On December 10, 2025 I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action as follows:

Elizabeth Staggs-Wilson
Angela J. Rafoth
LITTLER MENDELSON, P.C.
333 Bush Street, 34th Floor
San Francisco, CA 94104
Service Emails: ELStaggs-Wilson@littler.com; arafoth@littler.com

Attorneys for Defendant CARL ZEISS MEDITEC, INC.

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency
Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

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

Executed on December 10, 2025, at Glendale, California.



Geoffrey Varas