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**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,

vs.

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

Defendants.

Case No.: RG18927500

Honorable Michael Markman
Department 23

CLASS ACTION

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

Date: February 27, 2025
Time: 10:00 a.m.
Department: 23

1 This matter has come before the Honorable Michael Markman in Department 23 of the
2 above-entitled Court, located at located at 1221 Oak Street, Oakland, California 94612, on
3 Plaintiffs Christina Cocotis-Andrade and Nycole Torres (together, “Plaintiffs”) Motion for Final
4 Approval of Class Action Settlement, Class Counsel Attorneys’ Fees and Expenses, and Incentive
5 Award (“Motion for Final Approval”). Lawyers *for* Justice, PC appeared on behalf of Plaintiffs,
6 and Littler Mendelson, PC appeared on behalf of Defendant Carl Zeiss Meditec, Inc.
7 (“Defendant”).

8 On October 8, 2024, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
10 of the above-entitled action (“Action”) in accordance with the Settlement Agreement and Release
11 (“Settlement” and/or “Agreement” and/or “Settlement Agreement”), attached as “Exhibit 1” to
12 the Supplemental Declaration of Vartan Madoyan in support of Plaintiffs’ Motion for Preliminary
13 Approval of Class Action Settlement.

14 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
15 oral argument, and good cause appearing,

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

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement and the Preliminary Approval Order.

19 2. This Court has jurisdiction over the claims of the Qualified Class Members asserted
20 in this proceeding and over all parties to the Actions.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Settlement Class and the Settlement. The Court hereby makes final its earlier provisional
24 certification of the Settlement Class for settlement purposes, as set forth in the Preliminary
25 Approval Order. The Settlement Class is hereby defined to include:

26 All current and former non-exempt, hourly-paid employees of Defendant or
27 its wholly-own subsidiary Carl Zeiss Meditec USA, Inc., in California
28 employed during the Class Period (“Settlement Class” or “Class
Members”).

1 4. The Class Notice that was provided to the Class Members, fully and accurately
2 informed the Class Members of all material elements of the Settlement and of their opportunity to
3 participate in, object to or comment thereon, or to seek exclusion from, the Settlement; was the
4 best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class
5 Members; and complied fully with the laws of the State of California, the United States
6 Constitution, due process and other applicable law. The Notice of Class Action Settlement fairly
7 and adequately described the Settlement and provided the Class Members with adequate
8 instructions and a variety of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Settlement Class as a
11 whole. More specifically, the Court finds that the Settlement was reached following meaningful
12 discovery and investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the
13 Settlement is the result of serious, informed, adversarial, and arms-length negotiations between the
14 parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In
15 so finding, the Court has considered all of the evidence presented, including evidence regarding
16 the strength of Plaintiffs' claims; the risk, expense, and complexity of the claims presented; the
17 likely duration of further litigation; the amount offered in the Settlement; the extent of
18 investigation and discovery completed; and the experience and views of Class Counsel. The Court
19 has further considered the absence of objections to the Settlement submitted by Class Members.
20 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the
21 Settlement Agreement and the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a
26 valid and timely requests for exclusion (“Qualified Class Member”) are bound by the Settlement
27 and this order and judgment (“Final Approval Order and Judgment”).
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1 7. The Court finds that three (3) Class Members have submitted a request for
2 exclusion (i.e. opted out) from the Class Settlement, and no Class Members have objected to the
3 Class Settlement.

4 8. The Court finds that payment to the Settlement Administrator for Administrative
5 Expenses in the amount of \$9,000.00 is appropriate for the services performed and costs incurred
6 and to be incurred for the notice and settlement administration process. It is hereby ordered that
7 the Settlement Administrator, Phoenix Settlement Administrators shall issue payment to itself in
8 the amount of \$9,000.00, in accordance with the terms and methodology set forth in Settlement
9 Agreement.

10 9. The Court finds that the Incentive Awards sought are fair and reasonable for the
11 work performed by Plaintiffs on behalf of the Settlement Class. It is hereby ordered that the
12 Settlement Administrator issue payment in the amount of \$10,000.00 each to Plaintiffs Christina
13 Cocotis-Andrade and Nycole Torres for their Incentive Award, according to the terms and
14 methodology set forth in the Settlement Agreement.

15 10. The Court finds that the allocation of \$150,000.00 toward penalties under the
16 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and
17 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
18 Payment as follows: the amount of \$112,500.00 to the California Labor and Workforce
19 Development Agency, and the amount of \$37,500.00 will be distributed to the PAGA Group that
20 worked during the PAGA Periods, regardless of whether they opt out of the Class Settlement,
21 according to the terms and methodology set forth in the Settlement Agreement.

22 11. The Court finds that the request for Attorneys’ Fees in the amount of \$598,500.00
23 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award
24 sought. The Requested Attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
25 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
26 amount of \$598,500.00 to Class Counsel for Attorneys’ Fees, in accordance with the terms and
27 methodology set forth in the Settlement Agreement.

1 12. The Court finds that reimbursement of litigation Expenses in the amount of
2 \$35,000.00 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
3 Settlement Administrator issue payment in the amount of \$35,000.00 to Class Counsel for
4 reimbursement of Expenses, in accordance with the terms and methodology set forth in the
5 Settlement Agreement.

6 13. The Court hereby orders that upon the Effective Date and full funding of the Gross
7 Settlement Amount, and except as to such rights or claims as may be created by this Settlement
8 Agreement, all Class Members who do not affirmatively opt out of the Class Settlement by
9 submitting a timely and valid request for exclusion will fully release and discharge the Released
10 Parties of Released Claims, as set forth in the Settlement Agreement and Notice of Class Action
11 Settlement (“Qualified Class Members”).

12 14. The Court hereby orders that upon the Effective Date and full funding of the Gross
13 Settlement Amount, and except as to such rights or claims as may be created by this Settlement
14 Agreement, all members of the PAGA Group regardless of whether they submit a timely and valid
15 request for exclusion from the Class Settlement, will fully release and discharge the Released
16 PAGA claims, and the State of California and the LWDA will release the Released Claims, with
17 respect to the PAGA Group’s employment by Defendant or its wholly-owned subsidiary Carl Zeiss
18 Meditec USA, Inc. within the PAGA Period, as set forth in the Settlement Agreement and Notice
19 of Class Action Settlement.

20 15. It is hereby ordered that Defendant shall deposit the Gross Settlement Amount of
21 \$1,710,000.00 in one lump sum payment plus the employer-side payroll taxes to the Settlement
22 Administrator within fourteen (14) days of the Effective Date.

23 16. It is hereby ordered that the Settlement Administrator shall distribute to Class
24 Counsel Attorney Fees and Expenses, Incentive Award to Plaintiffs, PAGA Payment to the LWDA
25 and PAGA Group, and mail the Individual Settlement Amount to Qualified Members and pay the
26 associated Employee’s Taxes Required Withholding approved by the Court no later than twenty-
27 one (21) days after the Effective Date.

1 17. Any checks issued by the Settlement Administrator to Qualified Class Members
2 and the PAGA Group will be negotiable for at least one hundred eighty (180) calendar days after
3 it is (or they are) mailed to them. Thereafter, all such checks shall be canceled and funds associated
4 with said canceled checks, along with any interest earned in the qualified settlement account, shall
5 be distributed in accordance with California Code of Civil Procedure section 384 to a *cy pres*
6 agreed to by the Parties as required by California Code of Civil Procedure section 384 or any other
7 method of distribution consistent with Code of Civil Procedure section 384. The Parties have
8 agreed to designate and seek the Court's approval of Bay Area Legal Aid as the *cy pres* recipient,
9 or other mutually agreeable *cy pres* recipient should the Court not approve the Parties' proposed
10 beneficiary and/or otherwise consistent with California Code of Civil Procedure section 384.

11 18. After entry of this Final Approval Order and Judgment, pursuant to California Rules
12 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
13 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
14 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
15 any dispute arising from or in connection with the distribution of settlement benefits.

16 19. Within fourteen (14) days of entry of this Final Approval Order and Judgment,
17 Plaintiffs shall submit a copy of this Final Approval Order and Judgment to the California Labor
18 & Workforce Development Agency.

19 20. Within seven (7) days of the Final Fairness Approval Hearing and the Courts Entry
20 of Final Order Approving the Settlement, a Notice of entry of this Final Approval Order and
21 Judgment shall be given to the Settlement Class Members by posting a copy of the Final Approval
22 Order and Judgment on Phoenix Settlement Administrator's website for a period of at least one
23 hundred eighty (180) calendar days after the date of entry of this Final Approval Order and
24 Judgment. Individualized notice is not required.

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1 21. A Final Compliance Report Hearing is set for _____, at _____
2 in Department 23. Class Counsel shall submit a final accounting report/declaration regarding the
3 status of the settlement administration at least fourteen (14) calendar days prior to the Final Report
4 Hearing.

5
6 Dated: _____

HONORABLE MICHAEL MARKMAN
JUDGE OF THE SUPERIOR COURT