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BROADCOM CORPORATION; CA, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

TINA DE CAROLIS, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

BROADCOM CORPORATION; and
DOES 1 through 20, inclusive,

Defendants.

Case No.: 21CV384293

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

Honorable Sunil R. Kulkarni
Department 1

Complaint Filed: July 14, 2021
FAC Filed: August 6, 2021

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

2 This STIPULATED Settlement Agreement (this “Settlement” or “Agreement”) is made
3 by and between plaintiff Tina De Carolis (“Plaintiff”) and defendants Broadcom Corporation
4 (“Broadcom”) and CA, Inc. (collectively, “Defendants”). Plaintiff and Defendants collectively
5 are referred to in this Agreement as the “Parties.”

6 **I. RECITALS**

7 **A.** On May 24, 2021, Plaintiff submitted to the Labor and Workforce Development
8 Agency of the State of California (the “LWDA”) notice of claims under the
9 California Labor Code Private Attorneys General Act, Cal. Lab. Code
10 section 2698 *et seq.*, (“PAGA”) against Defendants.

11 **B.** On July 14, 2021, Plaintiff filed a complaint against Broadcom entitled “*TINA DE*
12 *CAROLIS, individually and on behalf of all others similarly situated, Plaintiff, vs.*
13 *BROADCOM CORPORATION; and DOES 1 through 20, inclusive, Defendants,*”
14 in the Superior Court of the State of California, for the County of Santa Clara. The
15 complaint asserts a PAGA claim against Defendants for alleged violations of
16 Labor Code sections 201-204, 210, 223, 226.7, 510, 512, 558, 1174, 1174.5,
17 1182.12, 1194, 1197, 1198, 2800, 2802, and the Industrial Welfare Commission
18 Wage Order. Plaintiff contends that Broadcom failed to: (1) pay minimum and
19 overtime wages for all hours worked; (2) provide lawful meal periods or
20 compensation in lieu thereof; (3) authorize or permit lawful rest breaks or provide
21 compensation in lieu thereof; (4) reimburse necessary business-related costs;
22 (5) provide accurate itemized wage statements; and (6) pay all wages due at the
23 time of separation.

24 **C.** On September 22, 2021, Plaintiff filed a Doe Amendment which added CA, Inc. as
25 a defendant.

26 **D.** On December 10, 2021, Plaintiff submitted to the LWDA a supplemental notice of
27 claims under PAGA against Defendants.
28

E. On December 13, 2021, the Parties participated in a mediation presided over by David A. Rotman, Esq. During the mediation, each side, represented by its respective counsel, recognized the substantial risk of an adverse result in the Action and agreed to settle the Action, and all other matters covered by this Agreement pursuant to the terms and conditions of this Agreement. This Agreement replaces and supersedes the Memorandum of Agreement entered into at the settlement conference and any other agreements, understandings, or representations between the Parties.

F. This Agreement represents a compromise and settlement of highly-disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that Plaintiff's claims in the Action have merit or that it has any liability to Plaintiff or the Class on those claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit.

Based on these Recitals, the Parties agree as follows:

II. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. "Action" means the civil action titled "*TINA DE CAROLIS, individually and on behalf of all others similarly situated, Plaintiff, vs. BROADCOM CORPORATION; and DOES 1 through 20, inclusive, Defendants,*" designated as No. 21CV384293, and currently pending in the Superior Court of the State of California, for the County of Santa Clara.
- B. "Class" means all current and former non-exempt and exempt employees (excluding the Chief Executive Officer(s)) who worked for Defendants in California at any time during the Covered Period.
- C. "Class Counsel" means Samuel A. Wong, Kashif Haque, Jessica L. Campbell, Fawn F. Bekam, and Aegis Law Firm, PC.
- D. "Class Counsel Fees and Expenses Payment" means the amount awarded to Class

Counsel by the Court to compensate them for their fees and expenses in connection with the Action, including their pre-filing investigation, their commencement of the Action and all related litigation activities, this Settlement, and all post-Settlement compliance procedures.

E. “Class Members” means all members of the Class.

F. “Class Notice” means the Notice of Proposed Settlement, Conditional Certification of Settlement Class, Preliminary Approval of Settlement, and Hearing Date for Final Court Approval as evidenced by Exhibit A to this Agreement and incorporated by reference into this Agreement.

G. “Class Notice Packet” means the Class Notice (Exhibit A to this Agreement) and the Notice of Estimated Settlement Award (Exhibit B to this Agreement).

H. “Class Representative Payment” means the special payment made to Plaintiff in her capacity as Class Representative to compensate her for initiating and pursuing the Action, undertaking the risk of liability for attorneys’ fees and expenses in the event she was unsuccessful in the prosecution of the Action, and granting the release described in section III.H.1 of the Settlement.

I. “Covered Period” means the period of time from May 10, 2020 through December 13, 2021.

J. “Defendants’ Counsel” means Zachary P. Hutton, and Chris A. Jalian of Paul Hastings LLP.

K. “Effective Date” means the date by which all of the following have occurred:

1. Defendants have not voided this Settlement pursuant to section III.G.6;
2. the Superior Court enters the Judgment; and
3. the Judgment becomes Final.

L. “Exempt Subclass” means all current and former exempt employees of Defendants, excluding the Chief Executive Officer(s), who worked for Defendants in California at any time during the Covered Period.

M. “Final” means that the Settlement has been finally approved by the Court and

1 either (1) the California Court of Appeal has rendered a final judgment affirming
2 the Court's final approval without material modification and the date for further
3 appeal has passed without further appeal; (2) the California Court of Appeal has
4 rendered a final judgment affirming the Court's final approval without material
5 modification and the further appeals have been resolved without material
6 modification of the final approval order; or (3) the applicable date for seeking
7 appellate review of the Court's final approval of the Settlement has passed without
8 a timely appeal or request for review having been made.

9 **N.** "Final Approval Hearing" means the hearing to be conducted by the Superior
10 Court to determine whether to approve finally and implement the terms of this
11 Agreement.

12 **O.** "Judgment" means the Order Granting Final Approval of Class Action Settlement
13 and Entering Final Judgment entered by the Superior Court in substantially the
14 same form evidenced by Exhibit D to this Agreement and incorporated by
15 reference into this Agreement.

16 **P.** "LWDA Payment" means the 75% of the PAGA Civil Penalties payable to the
17 LWDA for its share of the settlement of claims for civil penalties under PAGA, as
18 specified in section III.E.3 of this Agreement.

19 **Q.** "Net Settlement Amount" means the amount from the Total Settlement Amount
20 that is available for distribution as Settlement Shares to Class Members after
21 deductions for (a) PAGA Civil Penalties; (b) the Class Representative Payment;
22 (c) the Class Counsel Fees and Expenses Payment; and (d) the Settlement
23 Administrator's fees and expenses. The entire Net Settlement Amount will be
24 distributed to Class Members. If any Settlement Share check is not timely cashed
25 by a Class Member, that share will be sent to the California State Controller's
26 Office, Unclaimed Property Division in the name of the Class Member, where the
27 Class Member can later claim their funds.

28 **R.** "Non-exempt Subclass" means all current and former non-exempt employees of

Defendants who worked for Defendants in California at any time during the Covered Period.

S. “Notice of Estimated Settlement Award” means the form that Class Members will receive that describes their estimated Settlement Shares, as evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.

T. “PAGA Amount” means the 25% of the PAGA Civil Penalties payable to Class Members under PAGA, as specified in section III.D.1.a of this Agreement.

U. “PAGA Civil Penalties” means the amount set aside from the Total Settlement Amount for settlement of claims for civil penalties under PAGA, as specified in section III.B of this Agreement. Per Labor Code § 2699(i), 75% of such penalties will be payable to the LWDA, and the remaining 25% will be payable to Class Members as the PAGA Amount.

V. “Preliminary Approval of the Settlement” means the Superior Court’s preliminary approval of the Settlement without material change, or with material changes to the Settlement to which the Parties both agree. An award by the Superior Court of lesser amounts than sought for the Class Representative Payment or Class Counsel Fees and Expenses Payment will not be considered a material change to the Settlement.

W. “Settlement Administrator” means Atticus Administration, LLC.

X. “Settlement Share” means the portion of the Net Settlement Amount and PAGA Amount allocable to each Class Member as provided by this Agreement.

Y. “Superior Court” means the Superior Court of the State of California in and for the County of Santa Clara.

Z. “Total Settlement Amount” means the total amount to be paid by Defendants as provided by this Agreement. The Total Settlement Amount is \$1,375,000.00 (One Million Three Hundred Seventy-Five Thousand Dollars). The Total Settlement Amount will cover (a) all Settlement Shares paid to Class Members pursuant to the Settlement; (b) the PAGA Civil Penalties (75% of which will constitute the

1 LWDA payment and 25% of which will constitute the PAGA Amount);
2 (c) Plaintiff's Class Representative Payment; (d) the Class Counsel Fees and
3 Expenses Payment (which includes all attorneys' fees and expenses incurred to
4 date and to be incurred in documenting the Settlement, securing court approval of
5 the Settlement, attending to the administration of the Settlement, and obtaining
6 dismissal of action); and (e) the Settlement Administrator's fees and expenses.

7 **III. SETTLEMENT TERMS AND CONDITIONS**

8 **A. Amended Complaint:** Within fifteen (15) days of Defendants' and Plaintiff's
9 execution of this Settlement, Plaintiff will file an amended Complaint ("Amended
10 Complaint") that makes the claims at issue coextensive with the claims and Class
11 Members covered by this Settlement and negotiated at the mediation. In the event
12 that the Settlement for any reason is not enforced and approved, the Amended
13 Complaint shall be deemed stricken, null and void *ab initio*, with the previously-
14 filed complaint in the Action remaining the operative pleading.

15 **B. Total Settlement Amount.** Subject to the terms and conditions of this
16 Agreement, the Total Settlement Amount is \$1,375,000.00 (One Million Three
17 Hundred Seventy-Five Thousand Dollars). The Total Settlement Amount will
18 cover (a) all Settlement Shares paid to Class Members pursuant to the Settlement;
19 (b) the PAGA Civil Penalties of \$50,000 (75% of which will constitute the LWDA
20 Payment and 25% of which will constitute the PAGA Amount); (c) Plaintiff's
21 Class Representative Payment of \$10,000; (d) the Class Counsel Fees and
22 Expenses Payment (which includes all attorneys' fees and expenses incurred to
23 date and to be incurred in documenting the Settlement, securing court approval of
24 the Settlement, attending to the administration of the Settlement, and obtaining
25 dismissal of action) not to exceed \$25,000; and (e) the Settlement Administrator's
26 fees and expenses. The maximum amount payable by Defendants under this
27 Settlement shall not exceed the Total Settlement Amount (\$1,375,000).

28 **C. Employer's Side Payroll Taxes.** No employer-side payroll taxes are payable as a

1 result of this Settlement because the Settlement is intended to resolve claims for
2 penalties and unreimbursed business expenses, rather than back wages.

3 **D. Settlement Shares.** Subject to the terms and conditions of this Agreement, the
4 Settlement Administrator will allocate Settlement Shares from the Net Settlement
5 Amount to Class Members as follows:

6 **1. Calculation.** The Settlement Administrator will calculate each Class
7 Member's Settlement Share based on the following formula:

8 **a. Payments to all Class Members.** Each Class Member will receive
9 a payment equal to the Net Settlement Amount times the ratio of
10 (i) the number of workweeks worked by the Class Member for
11 Defendants in California during the Covered Period ("Covered
12 Workweeks") to (ii) the total number of Covered Workweeks
13 worked by all Class Members.

14 **b. PAGA Amount.** In addition to the Net Settlement Amount,
15 \$12,500 (25% of the PAGA Civil Penalties) has been designated as
16 the "PAGA Amount." Each Class Member who worked for
17 Defendants in California during the Covered Period ("Covered Pay
18 Periods"), shall receive a portion of the PAGA Amount which will
19 equal the PAGA Amount times the ratio of (i) the number of
20 Covered Pay Periods worked by the Class Member to (ii) the total
21 number of Covered Pay Periods worked by all such Class
22 Members.

23 **2. Effect of Class Members Who Opt Out of Settlement.** A Class Member
24 who timely and validly opts out of the Settlement by submitting a written
25 "Request for Exclusion" to the Settlement Administrator will not release
26 his or her Class Members' Released Claims (defined below); will not
27 receive a Settlement Share; and will not be included with those other Class
28 Members counted for purposes of the calculation of Settlement Shares.

1 The Settlement Share that otherwise would have been payable to such
2 Class Member will be retained in the Net Settlement Amount for
3 distribution to all other Class Members. **However, all Class Members**
4 **who worked for Defendants during the Covered Period will release the**
5 **PAGA claims described in Section III.H.4-5 and will receive a portion**
6 **of the amount set aside as PAGA Civil Penalties, regardless of whether**
7 **they opt out of the release of the Class Members' Released Claims.**

8 **3. Treatment.** The Settlement Shares and PAGA Amount shall be reported
9 to taxing authorities as follows: No portion of the Settlement will be
10 treated as wages, as the Settlement resolves Class Members' claims for
11 expense reimbursements and penalties. Accordingly, the Settlement Shares
12 and PAGA Amount will be reduced by applicable payroll tax withholding
13 and deductions, and, instead, the Settlement Administrator will issue to the
14 Class Member a Form 1099.

15 **E. Payments to Plaintiff, Class Counsel, LWDA, and Settlement Administrator.**

16 Subject to the terms and conditions of this Agreement, the Settlement
17 Administrator will make the following payments out of the Total Settlement
18 Amount as follows:

19 **1. To Plaintiff:** In addition to Plaintiff's Settlement Share, Plaintiff will
20 apply to the Superior Court for an award of not more than \$10,000 as
21 Plaintiff's Class Representative Payment in consideration of initiating and
22 pursuing the Action, undertaking the risk of liability for attorneys' fees and
23 expenses in the event he was unsuccessful in the prosecution of the Action,
24 and granting the release provided for in section III.H.1 of the Settlement.
25 Defendants will not oppose a Class Representative Payment of \$10,000 to
26 Plaintiff. The Settlement Administrator will pay the Class Representative
27 Payment approved by the Superior Court (but not more than \$10,000) out
28 of the Total Settlement Amount. If the Superior Court approves a Class

1 Representative Payment of less than \$10,000, the remainder will be
2 retained in the Net Settlement Amount. Tax deductions and withholdings
3 will not be taken from the Class Representative Payment, and instead a
4 Form 1099 will be issued to Plaintiff with respect to this payment.

5 **2. To Class Counsel:** Class Counsel will apply to the Superior Court for an
6 award of not more than \$458,333.33 for attorneys' fees (one-third (1/3) of
7 the Total Settlement Amount of \$1,375,000) and \$25,000 for expenses as
8 their Class Counsel Fees and Expenses Payment, and Defendants will not
9 oppose their request. If the Superior Court approves a Class Counsel Fees
10 and Expenses Payment of less than the amount authorized to be sought
11 under this Agreement, the remainder will be retained in the Net Settlement
12 Amount. Defendants will issue to Class Counsel a Form 1099 with respect
13 to the awarded attorneys' fees and costs, and Class Counsel beforehand
14 will provide Defendants with a completed Form W-9.

15 **3. To LWDA.** The Parties will apply to the Superior Court for an LWDA
16 Payment of \$37,500 (75% of the PAGA Civil Penalties) as the LWDA's
17 share of the settlement of civil penalties paid under this Agreement
18 pursuant to PAGA. If the Superior Court approves an LWDA Payment of
19 less than \$37,500, the remainder will be retained in the Net Settlement
20 Amount.

21 **4. To the Settlement Administrator.** The Settlement Administrator will pay
22 to itself out of the Total Settlement Amount its reasonable fees and
23 expenses as approved by the Superior Court. It is projected that these fees
24 and expenses shall not exceed \$27,524.00.

25 **F. Appointment of Settlement Administrator.** The Parties will ask the Superior
26 Court to appoint Atticus Administration, LLC to act as Settlement Administrator,
27 which, as a condition of appointment, will agree to be bound by this Agreement
28 with respect to the performance of its duties and its compensation. The Settlement

1 Administrator's duties will include preparing, printing, and mailing the Class
2 Notice Packet to the Class Members; conducting a National Change of Address
3 search and using Accurint and other reasonable and cost-effective skip trace
4 methods to locate any Class Member whose Class Notice Packet was returned by
5 the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice Packet
6 to the Class Member's new address; receiving Class Member opt-outs from the
7 Settlement; providing the Parties with weekly status reports about the delivery of
8 Class Notice Packets and receipt of Class Member opt-outs from the Settlement;
9 calculating Settlement Shares; issuing the checks to effectuate the payments due
10 under the Settlement; and otherwise administering the Settlement pursuant to this
11 Agreement. The Settlement Administrator will have the final authority to resolve
12 all disputes concerning the calculation of a Class Member's Settlement Share,
13 subject to the dollar limitations set forth in this Agreement. The Settlement
14 Administrator's reasonable fees and expenses, including the cost of printing and
15 mailing the Class Notice Packet, will be paid out of the Total Settlement Amount.

16 **G. Procedure for Approving Settlement.**

17 **1. Motion for Preliminary Approval.**

- 18 **a.** The Parties jointly will file a motion (the "Motion for Preliminary
19 Approval") with the Superior Court for an order granting
20 Preliminary Approval of the Settlement, conditionally certifying the
21 Class, setting a date for the Final Approval Hearing, and approving
22 the Class Notice and the Notice of Estimated Settlement Award.
- 23 **b.** Pursuant to PAGA, on the date the Parties file the Motion for
24 Preliminary Approval with the Court, the Parties will submit to the
25 LWDA the Motion for Preliminary Approval and the Settlement.
26 The Parties intend and believe that providing notice of this
27 Settlement to the LWDA pursuant to the procedures described in
28 this section complies with the requirements of PAGA, and will

1 request the Court to adjudicate the validity of the PAGA Notice in
2 the Motion for Final Approval of the Settlement and bar any claim
3 to void the Settlement under PAGA.

4 c. At the hearing on the Motion for Preliminary Approval, the Parties
5 will jointly appear, support the granting of the motion, and submit
6 an order granting the motion in the form evidenced by Exhibit C to
7 this Agreement.

8 d. Should the Superior Court decline to preliminarily approve all
9 material aspects of the Settlement, or order material changes to the
10 Settlement to which the Parties do not agree, the Settlement will be
11 null and void and the Parties will have no further obligations under
12 it.

13 2. **Notice to Class Members.** After the Superior Court enters its order
14 granting Preliminary Approval of the Settlement, every Class Member will
15 be provided with the Class Notice Packet (which will include the Class
16 Notice completed to reflect the order granting Preliminary Approval of the
17 Settlement, and the Notice of Estimated Settlement Award) as follows:

18 a. Within thirty (30) days after the Superior Court enters its order
19 granting Preliminary Approval of the Settlement, Defendants will
20 provide to the Settlement Administrator an electronic database for
21 the Class Members, containing each Class Member's name, last-
22 known mailing address, telephone number, Social Security number,
23 his or her number of Covered Workweeks, and his or her number of
24 Covered Pay Periods. If any or all of the Class Members' data are
25 unavailable to Defendants, Defendants will use best efforts to
26 deduce or reconstruct the Class Members' data prior to when it
27 must be submitted to the Settlement Administrator. This
28 information will otherwise remain confidential and will not be

disclosed to anyone, except in order to carry out the reasonable efforts described in section III.G.2.c, or pursuant to Defendants' express written authorization or by order of the Superior Court.

b. Within fifteen (15) days after receiving the Class Members' data from Defendants the Settlement Administrator will (i) search for updated addresses for all Class Members using the National Change of Address (NCOA) database; (ii) update any Class Member addresses found through the NCOA search; (iii) calculate each Class Member's estimated Settlement Share; (iv) send to counsel for all parties its payment calculations for Class Members and obtain approval from counsel of the calculations; and (v) send a Class Notice Packet to each Class Member. The Settlement Administrator will mail this information to all identified Class Members. In the event of returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate Class Members and re-send the notices.

c. If a Class Notice Packet is returned because of an incorrect address and no forwarding address is affixed thereto, the Settlement Administrator will promptly, and not later than five (5) business days from receipt of the returned packet, search for a more current address for the Class Member using a skip trace, and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Members' data and otherwise work with Defendants to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for

1 whom a Class Notice Packet is returned by the U.S. Postal Service
2 as undeliverable. These reasonable steps will include, at a
3 minimum, the tracking of all undelivered mail; performing address
4 searches for all mail returned without a forwarding address; and
5 promptly re-mailing to Class Members for whom new addresses are
6 found. If the Class Notice Packet is re-mailed, the Settlement
7 Administrator will note for its own records and notify Class
8 Counsel and Defendants' Counsel of the date and address of each
9 such re-mailing as part of a weekly status report provided to the
10 Parties. Class Counsel and Defendants' Counsel will be entitled to
11 receive from the Settlement Administrator any updated address
12 information about a Class Member as the Settlement Administrator
13 obtains such information.

14 **d.** Each week, the Settlement Administrator will provide to Class
15 Counsel and Defendants' Counsel a report showing whether any
16 Class Notice Packets have been returned and re-mailed and the
17 receipt of any opt-outs to the Settlement.

18 **e.** In connection with the filing of the parties' motion for final
19 approval of the Settlement, the Settlement Administrator will
20 prepare, and the parties will file with the Superior Court, a
21 declaration of due diligence setting forth its compliance with its
22 obligations under this Agreement. Prior to the Final Approval
23 Hearing, the Settlement Administrator will supplement its
24 declaration of due diligence if any material changes occur from the
25 date of the filing of its prior declaration.

26 **3. Objections to Settlement; Opt-outs from Settlement.** Class Members
27 may submit objections to the Settlement or opt out of the Settlement
28 pursuant to the following procedures:

- 1 **a. Objections to Settlement.** Class Members who wish to object to
2 any term of the Settlement must submit an objection to the
3 Settlement Administrator, postmarked no later than sixty (60) days
4 after the Settlement Administrator mails the Class Notice Packets.
5 The Settlement Administrator shall, within two (2) business days of
6 receipt, serve any objection(s) as received on Class Counsel and
7 Defendants' Counsel, who shall then promptly file all such
8 objections with the Court. Defendants' Counsel and Class Counsel
9 shall file and serve any responses to objections no later than five (5)
10 calendar days prior to the Final Approval hearing. To be valid, any
11 objection must: (1) contain the objecting Settlement Class
12 member's full name, current address, and telephone number, as
13 well as contact information for any attorney representing the
14 objecting Settlement Class member for purposes of the objection;
15 (2) include all objections and the factual and legal bases for same;
16 (3) include any and all supporting papers, briefs, written evidence,
17 declarations, and/or other evidence supporting the objection; and
18 (4) be postmarked no later than sixty (60) days after the Settlement
19 Administrator mails the Class Notice Packets. The objection also
20 will indicate whether the Class Member intends to appear at the
21 Final Approval Hearing. Class Members who do not submit
22 written objections in the manner and by the deadline specified
23 above will be deemed to have waived any objections and will be
24 foreclosed from making any objections (whether by appeal or
25 otherwise) to the Settlement or other related matters.
- 26 **b. Request for Exclusion.** The Class Notice will provide that Class
27 Members may exclude themselves from the Settlement by mailing
28 to the Settlement Administrator a written Request for Exclusion

1 letter, postmarked no later than sixty (60) days after the Settlement
2 Administrator mails the Class Notice Packets. The Request for
3 Exclusion is a letter prepared by the Class Member containing:
4 (1) the Class Member's name, address, telephone number, and the
5 last four digits of his or her Social Security number; (2) a statement
6 that the Class Member wishes to exclude himself or herself from
7 the Settlement; and (3) the Class Member's signature. If a question
8 is raised about the authenticity of a signed Request for Exclusion,
9 the Settlement Administrator will have the right to demand
10 additional proof of the Class Member's identity. A Class Member
11 who timely submits a valid Request for Exclusion will not
12 participate in or be bound by the Settlement of non-PAGA claims,
13 but all Class Members who worked for Defendants during the
14 Covered Period will release the PAGA claims described in Section
15 III.H.4-5 and will receive a portion of the amount set aside as
16 PAGA Civil Penalties, regardless of whether they opt out. A Class
17 Member who does not complete and mail a valid Request for
18 Exclusion in the manner and by the deadline specified above will
19 automatically be bound by all terms and conditions of the
20 Settlement, if the Settlement is approved by the Court, and by the
21 Judgment

22 **c. Report.** Not later than ten (10) days after the deadline for
23 submission of opt-outs to the Settlement, the Settlement
24 Administrator will provide the Parties with a complete and accurate
25 list of objections and opt-outs submitted by Class Members.

26 **4. Resolution of Disputes.** If a Class Member disputes the information
27 shown on his or her Notice of Estimated Settlement Award, the Class
28 Member must ask the Settlement Administrator to resolve the matter by

1 returning the Notice of Estimated Settlement Award with the information
2 that he or she contends is correct and including with the sheet any
3 documentation the Class Member has to support his or her contention. In
4 the event of such a dispute, Defendants will have the right to review its
5 payroll and personnel records to verify the correct information. After
6 consultation with Class Counsel, the Class Member, and Defendants, the
7 Settlement Administrator will make a determination of the correct
8 information, and that determination will be final, binding on the Parties and
9 the Class Member, and non-appealable.

10 **5. No Solicitation of Objection, Appeal, or Opt-Out.** Neither the Parties
11 nor their respective counsel will solicit or otherwise encourage directly or
12 indirectly any Class Member to object to the Settlement, appeal from the
13 Judgment, or opt out of the Settlement.

14 **6. Right of Defendants to Reject Settlement.** If ten percent (10%) or more
15 of Class Members, or a number of Class Members whose Settlement
16 Shares would be worth ten percent (10%) or more of the Net Settlement
17 Amount as calculated, timely submit valid Requests for Exclusion,
18 Defendants will have the right to rescind the Settlement, and the Settlement
19 and all actions taken in furtherance of it will be null and void. Defendants
20 must exercise this right within fifteen (15) days after the Settlement
21 Administrator notifies the Parties of the number of opt-outs, which the
22 Settlement Administrator will do within ten (10) days after the deadline for
23 submission of Requests for Exclusion. If Defendants exercise the right to
24 rescind, they will be responsible for the costs of administration of the
25 Settlement incurred through that time. If Defendants do not exercise the
26 right to rescind, the Parties jointly will move for final approval of the
27 Settlement and for an award of the Class Representative Payment and the
28 Class Counsel Fees and Expenses Payment pursuant to the Settlement,

1 which Defendants will not oppose.

2 **7. Additional Briefing and Final Approval.**

- 3 **a.** Not later than sixteen (16) court days before the Final Approval
4 Hearing, the Parties jointly will file with the Superior Court a
5 motion for final approval of the Settlement, the LWDA Payment,
6 payment of the Settlement Administrator's reasonable fees and
7 expenses, and for awards of the Class Representative Payment and
8 the Class Counsel Fees and Expenses Payment pursuant to this
9 Settlement.
- 10 **b.** Not later than five (5) days before the Final Approval Hearing,
11 Plaintiff and/or the Parties jointly may file a reply in support of the
12 motion for final approval of the Settlement to the extent that any
13 opposition to the motion is filed.
- 14 **c.** If the Superior Court does not grant final approval of the
15 Settlement, or if the Court's final approval of the Settlement is
16 reversed or materially modified on appellate review, then this
17 Settlement will be null and void; if that occurs, the Parties will have
18 no further obligations under the Settlement, including any
19 obligation by Defendants to pay the Total Settlement Amount,
20 except that Defendants will pay the Settlement Administrator's
21 reasonable fees and expenses incurred as of the date that the
22 Settlement is deemed null and void. An award by the Court of
23 lesser amounts than sought for the Class Representative Payment or
24 Class Counsel Fees and Expenses Payment will not constitute a
25 material modification of the Settlement; although Plaintiff
26 maintains the right to appeal any such reduction.
- 27 **d.** Together with the motion for final approval, the Parties will present
28 a proposed Judgment to the Superior Court for its approval and

1 entry, in substantially the form evidenced by Exhibit D to this
2 Agreement. After entry of the Judgment, the Superior Court will
3 have continuing jurisdiction over the Action and the Settlement
4 solely for purposes of (1) enforcing this Agreement, (2) addressing
5 settlement administration matters, and (3) addressing such post-
6 judgment matters as may be appropriate under court rules or
7 applicable law.

8 **8. Waiver of Right to Appeal.** Provided that the Judgment is consistent with
9 the material terms of this Agreement, Plaintiff, Class Members who did not
10 timely submit an objection to the Settlement and intervene in the Action,
11 Defendants, and their respective counsel hereby waive any and all rights to
12 appeal from the Judgment, including all rights to any post-judgment
13 proceeding and appellate proceeding, such as a motion to vacate judgment,
14 a motion for new trial, and any extraordinary writ, and the Judgment
15 therefore will become non-appealable at the time it is entered. The waiver
16 of appeal does not include any waiver of the right to oppose any appeal,
17 appellate proceedings or post-judgment proceedings, or to file a cross-
18 appeal. This paragraph does not preclude Plaintiff or Class Counsel from
19 appealing from a refusal by the Superior Court to award the full Class
20 Representative Payment or the Class Counsel Fees and Expenses Payment
21 sought by them. If an appeal is taken from the Judgment, the time for
22 consummating the Settlement (including making payments under the
23 Settlement) will be suspended until such time as their appeal is finally
24 resolved and the Judgment becomes Final, as defined in this Agreement.

25 **9. Vacating, Reversal, or Material Modification of Judgment on Appeal**
26 **or Review.** If, after a notice of appeal or a petition for *certiorari* or
27 review, or any other motion, petition, or application, the reviewing court
28 vacates, reverses, or modifies the Judgment such that there is a material

1 change to the Settlement, and that court's decision is not completely
2 reversed and the Judgment is not fully affirmed on review by a higher
3 court, then either Plaintiff or Defendants will have the right to void the
4 Settlement, which the Party must do by giving written notice to the other
5 Parties, the reviewing court, and the Superior Court not later than thirty
6 (30) days after the reviewing court's decision vacating, reversing, or
7 materially modifying the Judgment becomes Final. A vacation, reversal, or
8 modification of the Superior Court's award of the Class Representative
9 Payment or the Class Counsel Fees and Expenses Payment will not
10 constitute a vacating, reversal, or material modification of the Judgment
11 within the meaning of this paragraph.

12 **10. Timing of Settlement Payments.** Within three (3) days after the
13 Settlement becomes Final, as defined in this Agreement, the Settlement
14 Administrator will provide Defendants with wire transfer information.
15 Within twenty (20) days after the Settlement Administrator provides
16 Defendants with wire transfer information, Defendants will transfer the
17 Total Settlement Amount to the Settlement Administrator via wire transfer.
18 Within ten (10) days thereafter, the Settlement Administrator will pay to
19 Class Members the Settlement Shares; to Plaintiff, the Class Representative
20 Payment; to the LWDA, the LWDA Payment; to Class Counsel, the Class
21 Counsel Fees and Expenses Payment; and to the Settlement Administrator,
22 its reasonable fees and expenses.

23 **11. Uncashed Settlement Share Checks.** A Class Member must cash his or
24 her Settlement Share check within one hundred and eighty (180) calendar
25 days after it is mailed to him or her. If a Class Member fails to cash the
26 check for his or her Settlement Share within one hundred and eighty (180)
27 days after it is mailed to him or her, the Settlement Administrator will
28 distribute the funds to the California State Controller's Office, Unclaimed

Property Division in the name of the Class Member.

H. Release and Waiver of Claims.

1. **Plaintiff.** In consideration of Plaintiff's awarded Class Representative Payment, Plaintiff's Settlement Share, and the other terms and conditions of the Settlement, as of the date the Settlement becomes Final, except as provided below, Plaintiff releases any and all known and unknown claims, arising up until the date this agreement is signed, against Defendants and any present and former parents, subsidiaries, and affiliated companies or entities, including but not limited to Broadcom Corporation and CA, Inc. and any present and former parents, subsidiaries, and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders, and agents, and any other successors, assigns, and legal representatives and its related persons and entities ("Released Parties"), and waives the protection of California Civil Code section 1542 ("Plaintiff's Released Claims") as set forth in Section III.H.2. Expressly excluded from Plaintiff's Released Claims are any claims for Workers' Compensation benefits, unemployment insurance benefits, and any other claims that cannot be waived by law.

2. **Waiver of Rights under California Civil Code Section 1542.** Plaintiff's Released Claims includes all such claims, whether known or unknown. Thus, even if Plaintiff discovers facts in addition to or different from those that she now knows or believes to be true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain released and forever barred. Plaintiff expressly waives and relinquishes the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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.

3. **Class Members.** In consideration for their awarded Settlement Shares, as of the date the Settlement becomes Final, all Class Members (other than those Class Members who timely and validly requested to be excluded from the Settlement) release any and all claims against Defendants and the Released Parties that arise out of or reasonably relate to the claims alleged in the Complaint or that could have been alleged based on the allegations in the Complaint that, from March 1, 2020 through December 13, 2021, Defendants failed to reimburse Class Members for necessary business expenses. The released claims include but are not limited to claims brought under California Labor Code sections 2800 and 2802, and the applicable IWC Wage Orders based on Labor Code sections 2800 and 2802. Such claims include claims for expenses, statutory penalties, civil penalties, or other relief under the California Labor Code, relief from unfair competition under California Business and Professions Code section 17200 *et seq.*; attorneys' fees and costs; and interest; all arising from alleged violations of Labor Code sections 2800 and 2802 (the "Class Members' Released Claims").

4. **Non-Exempt Subclass' PAGA Claims:** In consideration for their awarded Settlement Shares, as of the date the Settlement becomes Final, all Non-Exempt Subclass Members will release any and all claims for civil penalties under PAGA against Defendants and the Released Parties that arise out of or reasonably relate to the claims alleged in the Complaint or that could have been alleged based on the factual allegations in the Complaint, including but not limited to allegations that, from May 10, 2020 through December 13, 2021, Defendants failed to pay for all compensable

work time, including minimum wages and overtime wages; provide meal and rest periods and/or pay meal and rest period premiums; pay accrued, unused vacation at termination; record and/or provide meal periods; provide rest breaks; reimburse for all necessary business records; maintain accurate records; timely pay wages; and furnish accurate itemized wage statements, including but not limited to PAGA claims for civil penalties based on California Labor Code sections 201, 202, 203, 204, 210, 223, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802, and the applicable IWC Wage Orders, as well as claims for attorneys' fees and costs (the "Non-Exempt Subclass' Released PAGA Claims"). All Non-Exempt Subclass Members who worked for Defendants during the Covered Period will release the PAGA claims described herein and will receive a portion of the amount set aside as PAGA Civil Penalties, regardless whether they opt out of the release of the Class Members' Released Claims.

5. Exempt Subclass' PAGA Claims: In consideration for their awarded Settlement Shares, as of the date the Settlement becomes Final, all Exempt Subclass Members will release any and all claims for civil penalties under PAGA against Defendants and the Released Parties for failure to reimburse for all necessary business expenses and furnish accurate itemized wage statements, from May 10, 2020 through December 13, 2021, including PAGA claims based on California Labor Code sections 226, 226.3, 2800 and 2802, as well as claims for attorneys' fees and costs arising from those PAGA Claims (the "Exempt Subclass' Released PAGA Claims"). All Exempt Subclass Members who worked for Defendants during the Covered Period will release the PAGA claims described herein and will receive a portion of the amount set aside as PAGA Civil Penalties, regardless

whether they opt out of the release of the Class Members' Released Claims.

6. Class Counsel. Class Counsel will not seek or be entitled to any attorneys' fees and/or expenses in this Action, other than those specified in this Agreement.

I. No Effect on Other Benefits. The Net Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Class Members, and Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

J. Confidentiality Preceding Preliminary Approval. Neither Plaintiff nor her attorneys will issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiff's attorneys will not publicize the Settlement on their website or social media. In addition, prior to filing of the Motion for Preliminary Approval, Plaintiff and her attorneys will not have any communication with anyone other than family members, clients, Class Members, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Motion for Preliminary Approval, Plaintiff or her attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Defendants may rescind the Settlement, rendering it null and void.

K. Pay Period Information. It is estimated that there are approximately 101,840 pay periods worked by Class Members from May 10, 2020 to May 8, 2021, the dates for which Defendants provided data to Plaintiff prior to mediation. Defendant will provide final confirmation of the number of pay periods worked by Class Members for that time period. The Total Settlement Amount will increase proportionally with added pay periods if the number is more than 5% of the

1 estimated pay periods stated herein.

2 **L. Miscellaneous Terms.**

3 **1. No Admission of Liability.**

4 **a.** Defendants deny that they have engaged in any unlawful activity,
5 have failed to comply with the law in any respect, have any liability
6 to anyone under the claims asserted in the Action, or that but for the
7 Settlement a class should be certified in the Action. This
8 Agreement is entered into solely for the purpose of compromising
9 highly-disputed claims. Nothing in this Agreement is intended or
10 will be construed as an admission of liability or wrongdoing by
11 Defendants, or an admission by Plaintiff that any of her claims were
12 non-meritorious or any defense asserted by Defendants was
13 meritorious. This Settlement and the fact that Plaintiff and
14 Defendants were willing to settle the Action will have no bearing
15 on, and will not be admissible in connection with, any litigation
16 (other than solely in connection with the Settlement).

17 **b.** The Parties agree that the Motion for Preliminary Approval
18 seeking, *inter alia*, certification of a class is for purposes of the
19 Settlement only and if, for any reason, the Settlement is not
20 approved, the certification will have no force or effect and will be
21 immediately revoked. The Parties further agree that certification
22 for purposes of the Settlement is in no way an admission that class
23 certification is proper under the more stringent standard applied for
24 litigation purposes and that this Settlement will not be admissible in
25 this or any other proceeding as evidence that (a) a class should be
26 certified or (b) Defendants are liable to Plaintiff or the Class.

27 **c.** Whether or not the Judgment becomes Final, nothing in the
28 Settlement, this Agreement, any document, statement, proceeding,

1 or conduct related to the Settlement or the Agreement, or any
2 reports or accounting of those matters, will be (i) construed as,
3 offered or admitted in evidence as, received as, or deemed to be
4 evidence for any purpose adverse to Defendants or the Released
5 Parties, including, but not limited to, evidence of a presumption,
6 concession, indication or admission by any of the Released Parties
7 of any liability, fault, wrongdoing, omission, concession, or
8 damage; or (ii) disclosed, referred to or offered in evidence against
9 any of the Released Parties, in any further proceeding in the Action,
10 or any other civil, criminal, or administrative action or proceeding
11 except for purposes of effectuating the Settlement pursuant to this
12 Agreement.

13 **d.** This section and all other provisions of this Agreement
14 notwithstanding, any and all provisions of this Agreement may be
15 admitted in evidence and otherwise used in any and all proceedings
16 to enforce any or all terms of this Agreement, or in defense of any
17 claims released or barred by this Agreement.

18 **2. Integrated Agreement.** After this Agreement is signed and delivered by
19 all Parties and their counsel, this Agreement and its exhibits will constitute
20 the entire agreement between the Parties relating to the Settlement, and it
21 will then be deemed that no oral representations, warranties, covenants, or
22 inducements have been made to any Party concerning this Agreement or its
23 exhibits other than the representations, warranties, covenants, and
24 inducements expressly stated in this Agreement and its exhibits.

25 **3. Modification of Agreement.** This Agreement, and any and all parts of it,
26 may be amended, modified, changed, or waived only by an express written
27 instrument signed by all Parties or their successors-in-interest.

28 **4. Agreement Binding on Successors.** This Agreement will be binding

1 upon, and inure to the benefit of, the successors of each of the Parties.

2 **5. Applicable Law.** All terms and conditions of this Agreement and its
3 exhibits will be governed by and interpreted according to the laws of the
4 State of California, without giving effect to any conflict of law principles
5 or choice of law principles.

6 **6. Cooperation in Drafting.** The Parties have cooperated in the drafting and
7 preparation of this Agreement. This Agreement will not be construed
8 against any Party on the basis that the Party was the drafter or participated
9 in the drafting.

10 **7. Fair Settlement.** The Parties and their respective counsel believe and
11 warrant that this Agreement reflects a fair, reasonable, and adequate
12 settlement of the Action and have arrived at this Agreement through arms-
13 length negotiations, taking into account all relevant factors, current and
14 potential.

15 **8. Headings.** The descriptive heading of any section or paragraph of this
16 Agreement is inserted for convenience of reference only and does not
17 constitute a part of this Agreement.

18 **9. Notice.** All notices, demands, or other communications given under this
19 Agreement will be in writing and deemed to have been duly given as of the
20 third business day after mailing by United States mail, addressed as
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1 follows:

2 *To Plaintiff and the Class:*

3 Samuel A. Wong
4 Kashif Haque
5 Jessica L. Campbell
6 Fawn F. BEkam
7 Aegis Law Firm, PC
8 9811 Irvine Center Drive, Suite 100
9 Irvine, California 92618
10 Telephone: (949) 379-6250
11 Facsimile: (949) 379-6251
12 Email: fbekam@aegislawfirm.com

To Defendants:

Zachary P. Hutton
Chris A. Jalian
Paul Hastings LLP
101 California Street, 48th Floor
San Francisco, California 94111
Telephone: (415) 856-7000
Facsimile: (415) 856-7100
zachhutton@paulhastings.com
chrisjalian@paulhastings.com

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10. Execution in Counterpart. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures will be accepted if the original signature is provided within seven days. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

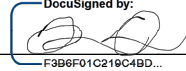
1 **IV. EXECUTION BY PARTIES AND COUNSEL**

2 The Parties and their counsel hereby execute this Agreement.

3 **PLAINTIFF TINA DE CAROLIS**

4 Date: 2/14/2022

5 Print Name: Tina De Carolis

6 Signature:  DocuSigned by:
F3B6F01C219C4BD...

7
8 **DEFENDANT BROADCOM CORPORATION**

9 Date: _____ Print Name: _____

10 Title: _____

11 Signature: _____

12
13 **DEFENDANT CA, INC.**

14 Date: _____ Print Name: _____

15 Title: _____

16 Signature: _____

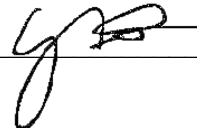
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18
19 **AEGIS LAW FIRM, PC**
20 Counsel for Plaintiff

21 Date: 2/14/2022 Print Name: Fawn F. Bekam

22 Signature: 

23
24 **PAUL HASTINGS LLP**
25 Counsel for Defendants

26 Date: _____ Print Name: Zachary Hutton

27 Signature: 

1 **IV. EXECUTION BY PARTIES AND COUNSEL**

2 The Parties and their counsel hereby execute this Agreement.

3 **PLAINTIFF TINA DE CAROLIS**

4 Date: _____

5 Print Name: _____

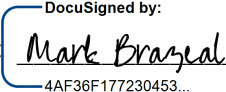
6 Signature: _____

7
8 **DEFENDANT BROADCOM CORPORATION**

9 Date: Feb-17-2022
10 _____

Print Name: Mark Brazeal

Title: Chief Legal officer

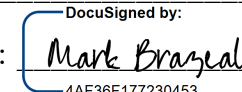
11 Signature: 
4AF36F177230453...

12
13 **DEFENDANT CA, INC.**

14
15 Date: Feb-17-2022
16 _____

Print Name: Mark Brazeal

Title: Chief Legal officer

17 Signature: 
4AF36F177230453...

18
19 **AEGIS LAW FIRM, PC**
20 Counsel for Plaintiff

21 Date: _____

Print Name: _____

22 Signature: _____

23
24 **PAUL HASTINGS LLP**
25 Counsel for Defendants

26 Date: _____

Print Name: _____

27 Signature: _____

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EXHIBIT A

**[NOTICE OF PROPOSED SETTLEMENT, CONDITIONAL CERTIFICATION OF
SETTLEMENT CLASS, PRELIMINARY APPROVAL OF SETTLEMENT, AND
HEARING DATE FOR FINAL COURT APPROVAL]**

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EXHIBIT B
[NOTICE OF ESTIMATED SETTLEMENT AWARD]

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EXHIBIT C
[PROPOSED ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT]

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EXHIBIT D
**[PROPOSED ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING FINAL JUDGMENT]**