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9
10 UNITED STATES DISTRICT COURT
11 FOR THE EASTERN DISTRICT OF CALIFORNIA

12 DEJA NAIR, on behalf of herself and all others
13 similarly situated, and as an “aggrieved
14 employee” on behalf of other “aggrieved
15 employees” under the Labor Code Private
Attorneys General Act of 2004,

16 *Plaintiff(s),*

17 vs.

18 MEDLINE INDUSTRIES, INC., an Illinois
19 corporation; MEDLINE INDUSTRIES
HOLDINGS, L.P., a Delaware limited
20 partnership; MEDLINE INDUSTRIES, LP, an
21 Illinois limited partnership; and DOES 1–50,
inclusive,

22 *Defendant(s).*
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27
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Case No. 2:22–CV–00331–DAD-JDP

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

Action filed: December 22, 2021
Dept: The Honorable Dale A.
Drozdz, Courtroom: 4, 15th
floor

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1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Deja Nair (“Plaintiff”) and defendants Medline Industries, Inc., Medline
3 Industries, LP, and Medline Industries Holdings, L.P. (“Defendants”). The Agreement refers to
4 Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
7 Defendants Medline Industries, Inc., Medline Industries, LP, and Medline Industries Holdings,
8 L.P. captioned “DEJA NAIR, on behalf of herself and all others similarly situated, and as an
9 ‘aggrieved employee’ on behalf of other ‘aggrieved employees’ under the Labor Code Private
10 Attorneys General Act of 2004, *Plaintiff(s)*, vs. MEDLINE INDUSTRIES, INC., an Illinois
11 corporation; MEDLINE INDUSTRIES HOLDINGS, L. P., a Delaware limited partnership;
12 MEDLINE INDUSTRIES, LP, an Illinois limited partnership; and DOES 1-50, inclusive,
13 *Defendant(s)*,” initiated on December 22, 2021 and pending in United States District Court for
the Eastern District of California.

14 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have
15 agreed to appoint to administer the Settlement.

16 1.3. “Administration Expenses Payment” means the amount approved by the Court that
17 the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees
18 and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court
in connection with Preliminary Approval of the Settlement.

19 1.4. “Aggrieved Employee” means a person employed by any Defendant in California
20 and classified as a non-exempt warehouse employee who worked in one or more of the positions
21 listed in Exhibit E during the PAGA Period.

22 1.5. “Class” means all persons employed by any Defendant in California and classified
23 as a non-exempt warehouse employee who worked in one or more of the positions listed in Exhibit
E during the Class Period.

24 1.6. “Class Counsel” means David Glenn Spivak of The Spivak Law Firm and Walter
25 L. Haines of United Employees Law Group.

26 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
27 mean the amounts approved by the Court to be allocated to Class Counsel for reimbursement of

1 reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action. The
2 Settlement is not contingent on approval of the full amount of the requested Class Counsel Fees
3 Payment and/or the Class Counsel Litigation Expenses Payment, and a Court order granting lesser
4 amounts than requested shall not invalidate the Settlement.

5 1.8. "Class Data" means each Class Member's name, last-known mailing address,
6 Social Security number, and number of Class Work Weeks and PAGA Pay Periods as reflected
7 in Defendants' systems of record.

8 1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as
9 either a Participating Class Member or Non-Participating Class Member (including a Non-
10 Participating Class Member who qualifies as an Aggrieved Employee).

11 1.10. "Class Member Address Search" means the Administrator's investigation and
12 search for current Class Member mailing addresses using all reasonably available sources,
13 methods and means including, but not limited to, the National Change of Address database, skip
14 traces, and direct contact by the Administrator with Class Members.

15 1.11. "Class Notice" means the written notice approved by the Court to be mailed to
16 Class Members in English and Spanish advising them of their rights and options with respect to
17 the Settlement.

18 1.12. "Class Period" means the period from December 22, 2017 through preliminary
19 Court-approval of the Settlement.

20 1.13. "Class Representative" means Deja Nair, the named Plaintiff in the operative
21 complaint in the Action who is seeking Court approval to serve as the Class Representative.

22 1.14. "Class Representative Service Payment" means the amount approved by the Court
23 for the payment to the Class Representative for initiating the Action and providing services in
24 support of the Action. Plaintiff will not request more than \$20,000 as the Service Payment. The
25 Settlement is not contingent on approval of the full amount of the requested Service Payment, and
26 a Court order granting a lesser amount than requested shall not invalidate the Settlement.

27 1.15. "Class Work Week" means any week during the Class Period in which a Class
28 Member worked at least one day in one of the positions listed in Exhibit E.

1.16. "Court" means United States District Court for the Eastern District of California.

1.17. "Defendants" mean named Defendants Medline Industries, Inc., Medline
Industries, LP, and Medline Industries Holdings, L.P.

1.18. “Defense Counsel” means Michael J. Gray, Kelsey A. Israel-Trummel, and Efrat R. Schulman of Jones Day.

1.19. “Effective Date” means the date by which both of the following have occurred: (a) the court enters Judgment (as defined below) on its order granting final approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment or, if a timely appeal from the judgment is filed, the day after the appellate court has affirmed the judgment and issued a remittitur and any deadline to seek further review has expired. Plaintiff and Plaintiff’s Counsel waive their rights to appeal.

1.20. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.22. “Gross Settlement Amount” means \$1,100,000.00, which is the total amount Defendants agree to pay under the Settlement except for employer side taxes and except as provided in the Escalator Clause. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses and any other Settlement-related costs. Defendants shall not be required to pay any additional amounts to effectuate this Settlement, with the sole exception of employer-side payroll taxes on the portion of the Gross Settlement Amount allocated to wages.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Class Work Weeks worked during the Class Period.

1.24. “Individual PAGA Payment” means the amounts approved by the Court to be paid as each Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties pursuant to the version of Labor Code section 2699, subd. (i) in effect at the time the Action was filed.

1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval. A proposed Final Approval Order and Judgment form is attached as Exhibit D.

1 1.26. “LWDA” means the California Labor and Workforce Development Agency, the
2 agency entitled, under Labor Code section 2699, subd. (a).

3 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties approved by the
4 Court to be paid to the LWDA pursuant to the version of Labor Code section 2699, subd. (i) in
5 effect at the time the Action was filed.

6 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
7 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
8 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
9 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be
10 paid to Participating Class Members as Individual Class Payments.

11 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
12 Settlement by sending the Administrator a valid and timely Request for Exclusion.

13 1.30. “Notice Packet” means the Class Notice (Exhibit A) and the Work Week/Pay
14 Period Dispute form (Exhibit B, which shall be submitted to the Court for approval and, after any
15 Court-ordered revisions have been mailed, sent to Class Members by the Administrator, including
16 both English and Spanish versions.

17 1.31. “PAGA Pay Period” means any Pay Period during the PAGA Period in which an
18 Aggrieved Employee worked at least one day in one of the positions listed in Exhibit E.

19 1.32. “PAGA Period” means the period from October 29, 2020 through preliminary
20 Court-approval of the Settlement.

21 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

22 1.34. “PAGA Notice” means Plaintiff’s October 29, 2021 letter to Defendants and the
23 LWDA purporting to provide notice pursuant to Labor Code section 2699.3, subd.(a)(1)(A).

24 1.35. “PAGA Penalties” means the total amount approved by the Court to be allocated
25 from the Gross Settlement Amount as PAGA civil penalties in settlement of PAGA claims.

26 1.36. “Participating Class Member” means a Class Member who does not submit a valid
27 and timely Request for Exclusion from the Settlement or is not otherwise deemed by the Court to
28 have validly opted out of the Settlement.

1.37. “Plaintiff” means Deja Nair, the named plaintiff in the Action.

1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval
of the Settlement.

1 1.39. “Preliminary Approval Order” means the proposed Order Granting Preliminary
2 Approval and Approval of PAGA Settlement. A proposed Preliminary Approval Order form is
3 attached as Exhibit C.

4 1.40. “Released Class Claims” means the claims being released as described in
5 Paragraph 6.2 below.

6 1.41. “Released PAGA Claims” means the claims being released as described in
7 Paragraph 6.3 below.

8 1.42. “Released Parties” means: Defendants Medline Industries Inc., Medline
9 Industries, LP and Medline Industries Holdings, LP and their respective former and present
10 parents, subsidiaries, affiliated corporations and entities, and each of their respective current,
11 former, and future officers, directors, members, managers, employees, partners, shareholders,
12 investors, joint venturers and third-party agents, and any successors, assigns, legal
representatives, or any individual or entity which could be jointly or severally liable with
Defendants and all persons or entities acting by, through, under, or in concert with any of them.

13 1.43. “Request for Exclusion” means a Class Member’s submission of a written request
14 to be excluded from the Class Settlement signed by the Class Member.

15 1.44. “Response Deadline” means 60 days after the Administrator mails Notice Packets
16 to Class Members and Aggrieved Employees, and shall be the last date on which Class Members
17 may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail
18 his or her Objection to the Settlement, except that the Response Deadline for Class Members to
19 whom Notice Packets are resent after having been returned undeliverable to the Administrator
shall be 74 days after the Administrator’s initial Notice Packet mailing.

20 1.45. “Settlement” means the disposition of the Action effected by this Agreement and
21 the Judgment.

22 **2. RECITALS.**

23 2.1. On December 22, 2021, Plaintiff commenced this Action by filing a Complaint
24 alleging causes of action against Defendants for failure to pay wages, failure to provide meal
25 periods, failure to authorize and permit rest periods, failure to issue proper wage statements,
26 failure to timely pay wages, and related claims. On January 10, 2022, Plaintiff filed a First
27 Amended Complaint adding the PAGA cause of action. The First Amended Complaint is the

operative complaint in the Action (the “Operative Complaint.”). On or about February 18, 2022, Defendants removed the case to the United States District Court for The Eastern District of California. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, deny that Plaintiff’s claims are suitable for class certification or adjudication on a representative basis, and deny any and all liability for the causes of action alleged.

2.2. Plaintiff purported to give timely written notice to Defendants and the LWDA pursuant to Labor Code section 2699.3, subd.(a)(1)(A) by sending the PAGA Notice.

2.3. On July 14, 2025, the Parties participated in an all-day mediation presided over by Hon. Ann I. Jones (Ret.) which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through formal and informal discovery, the number of comparable employees, sample payroll records, sample time records, and related information. Plaintiff’s investigation was sufficient to satisfy the applicable criteria for court approval under Ninth Circuit law.

2.5. The Court has not granted class certification.

2.6. With the exception of *Frank Padilla v. Medline Industries, LP*, No. 5:25-cv-02254 (E.D. Cal.), *Sonia Arellano v. Medline Industries, LP*, No. CIVSB2524854 (San Bernardino Cty. Sup. Ct.) and *Nicole Fennoy v. Medline Industries, LP*, Case No. STK-CVUWT-2024-0007060 (San Joaquin Cty. Sup. Ct.), Defendants are unaware of any pending claims or notices to the LWDA that will be affected by the “Released Claims” provisions.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promises to pay \$1,100,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and

deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: The Court-approved Class Representative Service (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will file a motion seeking Court approval for any Class Representative Service Payment, noticed to be heard at the same time as the Final Approval Hearing. Plaintiff shall provide drafts of this motion and all supporting papers to Defense Counsel at least five (5) business days before they are filed for review and approval. Defense Counsel will not unreasonably withhold approval and will not oppose a request for \$20,000 or less. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. If the Court approves a Class Representative Service Payment greater than the amount requested, the additional amount shall be taken out of the Gross Settlement Amount and Defendants will not be required to pay any additional amounts to Plaintiff. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Service Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of this Payment.

3.2.2. To Class Counsel: The Court-approved Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment . Plaintiff and/or Class Counsel will file a motion seeking Court approval of the Class Counsel Fees Payment and Class Litigation Expenses Payment, noticed to be heard at the same time as the Final Approval Hearing. Plaintiff shall provide drafts of this motion and all supporting papers to Defense Counsel at least five (5) business days before they are filed for review and approval. Defense Counsel will not unreasonably withhold approval and will not oppose requests for up to \$366,666.66 in Class Counsel fees or up to \$50,000.00 in Class Counsel litigation expenses, except that, if the Escalator Clause is triggered, Defendants will also not oppose a request for up to one-third (33 and 1/3 %) of the increase in the Gross Settlement Amount in additional Class Counsel fees. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net

1 Settlement Amount. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
2 Litigation Expenses Payment greater than the amount requested, the additional amount shall be taken
3 out of the Gross Settlement Amount and Defendants will not be required to pay any additional
4 amounts to Class Counsel. Released Parties shall have no liability to Class Counsel or any other
5 attorney arising from any claim to any portion any Class Counsel Fee Payment and/or Class
6 Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees
7 Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel
8 assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and
9 the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies
10 Defendants, from any dispute or controversy regarding any division or sharing of any of these
11 Payments.

12 3.2.3. To the Administrator: The Court-approved Administration Expenses
13 Payment, which is anticipated to be not more than \$30,000. To the extent the Court approves an
14 Administration Expenses Payment that is less than \$30,000 or the Administrator charges less than
15 \$30,000, the Administrator will retain the remainder in the Net Settlement Amount. To the extent
16 the Court approves an Administration Expenses Payment that exceeds \$30,000, the additional
17 amount will be taken out of the Gross Settlement Amount and Defendants will not be required to
18 pay any additional amounts to the Administrator.

19 3.2.4. To Each Participating Class Member: An Individual Class Payment
20 calculated by (a) dividing the Net Settlement Amount by the total number of Class Work Weeks
21 and (b) multiplying the result by each Participating Class Member's Class Work Weeks.

22 3.2.4.1. Tax Allocation of Individual Class Payments. 50.00% of
23 each Participating Class Member's Individual Class Payment will be allocated to settlement of
24 wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be
25 reported on an IRS W-2 Form. The remaining 50.00% of each Participating Class Member's
26 Individual Class Payment will be allocated to settlement of claims for interest and penalties (the
27 "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be
28 reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability
for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation
of Individual Class Payments. Non-Participating Class Members will not receive any Individual

1 Class Payments. The Administrator will retain amounts equal to their Individual Class Payments
2 in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3 3.2.5. To the LWDA and Aggrieved Employees: The LWDA PAGA
4 Payment to the LWDA and the remaining 25% of the PAGA Penalties to Aggrieved Employees
5 as Individual PAGA Payments. Plaintiff will include requests for the Court to approve \$20,000 in
6 PAGA Penalties in her Preliminary Approval Motion and Final Approval Motion.

7 3.2.5.1. The Administrator will calculate each Individual PAGA Payment
8 by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the
9 total number of PAGA Period Pay Periods and (b) multiplying the result by each Aggrieved
10 Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and
11 liability for any taxes owed on their Individual PAGA Payment.

12 3.2.5.2. If the Court approves PAGA Penalties of less than the amount
13 requested, the Administrator will allocate the remainder to the Net Settlement Amount. If the
14 Court approves PAGA Penalties greater than the amount requested, the additional amount will be
15 taken out of the Gross Settlement Amount and Defendants will not be required to pay any additional
16 amounts in PAGA penalties to the LWDA or the Aggrieved Employees. The Administrator will
17 report the Individual PAGA Payments on IRS 1099 Forms.

18 **4. SETTLEMENT FUNDING AND PAYMENTS.**

19 4.1. Class Work Weeks and Aggrieved Employee Pay Periods. At the time of the July
20 14, 2025 mediation, Defendants estimated that there were 5,892 Class Members from December
21 22, 2017 to February 21, 2025 who collectively worked a total of 321,648 Class Work Weeks.

22 4.2. Class Data. No later than 15 business days after the Court grants Preliminary
23 Approval of the Settlement, Defendants will deliver the Class Data to the Administrator. To
24 protect Class Members' privacy rights, the Administrator must maintain the Class Data in
25 confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and
26 restrict access to the Class Data to Administrator employees who need access to the Class Data
27 to effect and perform under this Agreement. To the extent Defendants discover any inaccuracies
28 in the Class Data, Defendants will provide corrected or updated Class Data as soon as reasonably
feasible. To the extent such corrected or updated Class Data is received by the Administrator after
Class Notices are mailed, the Parties and their counsel will work together in good faith to

1 determine how best to resolve any related issues.

2 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
3 Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll
4 taxes by transmitting the funds to the Administrator no later than 28 days after the Effective Date.

5 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants
6 fund the Gross Settlement Amount and provided that Plaintiff has provided all necessary tax
7 forms, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA
8 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel
9 Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative
10 Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation
11 Expenses Payment and the Class Representative Service Payment shall not precede disbursement
12 of Individual Class Payments and Individual PAGA Payments.

13 4.4.1. The Administrator will issue checks for the Individual Class Payments
14 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail,
15 postage prepaid. The face of each check shall prominently state the date (not less than 180 days
16 after the date of mailing) when the check will be voided. The Administrator will cancel all checks
17 not cashed by the void date. The Administrator will send checks for Individual Settlement
18 Payments to all Participating Class Members (including those for whom Notice Packet was
19 returned undelivered). The Administrator will send checks for Individual PAGA Payments to all
20 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
21 Employees (including those for whom Notice Packet was returned undelivered). The
22 Administrator may send Participating Class Members a single check combining the Individual
23 Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator
24 must update the recipients' mailing addresses using the National Change of Address Database.

25 4.4.2. The Administrator must conduct a Class Member Address Search for all
26 other Class Members whose checks are returned undelivered without USPS forwarding address.
27 Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS
28 forwarding address provided or to an address ascertained through the Class Member Address
Search. The Administrator need not take further steps to deliver checks to Class Members whose
re-mailed checks are returned as undelivered. The Administrator shall promptly send a
replacement check to any Class Member whose original check was lost or misplaced, requested

1 by the Class Member prior to the void date.

2 4.4.3. For any Class Member whose Individual Class Payment check or
3 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
4 shall transmit the funds represented by such checks to the California Controller's Unclaimed
5 Property Fund in the name of the Class Member thereby leaving no "unpaid residue."

6 4.4.4. The payment of Individual Class Payments and Individual PAGA
7 Payments shall not obligate Defendants to confer any additional benefits or make any additional
8 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
9 this Agreement.

10 **5. CONFIDENTIALITY.** Plaintiff and her counsel shall keep confidential all settlement
11 communications regarding the negotiation and drafting of the Parties' Class and PAGA
12 Settlement Term Sheet and this Agreement and all terms and other information regarding the
13 Settlement. Neither Party will initiate or have any contact with the press, respond to any press
14 inquiry, issue any press release, or make any other public or non-public representation regarding
15 the Class and PAGA Settlement Term Sheet, this Agreement, or negotiations, other than as
16 necessary to respond to Class Members who contact Class Counsel with questions about the
17 Settlement or to obtain court approval and effectuate the terms of the Settlement. Notwithstanding
18 this agreement to maintain confidentiality, Plaintiff and Class Counsel may disclose information
19 regarding the Settlement that is necessary to obtain tax advice to their accountants, who shall be
20 instructed to keep such information confidential and information necessary to pay their taxes to
21 tax authorities. This agreement to maintain confidentiality also does not prevent Plaintiff from
22 responding to lawfully issued court orders, subpoenas, and agency orders requiring the release of
23 information regarding the Settlement. In the event Plaintiff or Class Counsel receive a court order,
24 subpoena, or similar document requiring the release of information regarding the Settlement,
25 Plaintiff and Class Counsel agree to immediately notify Defendants of the requests and allow
26 Defendants time to oppose the release of such information.

27 **6. RELEASES OF CLAIMS.** As of the Effective Date, Plaintiff, Class Members, and Class
28 Counsel will release claims against all Released Parties as follows:

6.1 Plaintiff's Release. In addition to the Release by Participating Class Members

1 and Release of PAGA Claim set forth below, Plaintiff and her respective former and present
2 spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns hereby
3 fully and without limitation releases and discharges the Released Parties from any and all claims,
4 including but not limited to: any and all claims arising under the laws of the State of California;
5 all claims raised or that could have been raised in the Actions; all other statutory, constitutional,
6 contractual, and/or common law claims for wages, damages, restitution, unreimbursed expenses,
7 equitable relief, penalties, liquidated damages, and/or punitive damages (including, without
8 limitation, claims under any applicable Industrial Welfare Commission Wage Order, PAGA, or
9 any other provision of the California Labor Code); and any and all claims under Title VII of the
10 Civil Rights Act of 1964; 42 U.S.C. § 1981; the Age Discrimination In Employment Act; the
11 Americans With Disabilities Act; Sections 503 and 504 of the Rehabilitation Act of 1973; the
12 Family Medical Leave Act; the Fair Labor Standards Act; the Employee Retirement Income
13 Security Act; the Occupational Safety and Health Act; the Worker Adjustment and Retraining
14 Notification Act, as amended; the California Unfair Competition Law (Cal. Bus. & Prof. Code §
15 17200 et seq.); the California Fair Employment and Housing Act; any state, civil, or statutory
16 laws, including any and all human rights laws and laws against discrimination; any other federal,
17 state, or local statutes, codes, or ordinances; any common law, contract law, or tort law cause of
18 action; and any claims for interest, attorneys' fees, and/or costs. Plaintiff's Release does not
19 extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits,
20 unemployment benefits, disability benefits, social security benefits, workers' compensation
21 benefits that arose at any time, or based on occurrences outside the Class Period.

22 6.2 Plaintiff acknowledges that Plaintiff may discover facts or law different from, or
23 in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
24 nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding
25 such different or additional facts or law or Plaintiff's discovery of them.

26 6.2.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
27 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
28 and benefits, if any, 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,**

1 **and that if known, by him or her, would have materially affected his or her settlement**
2 **with the debtor or released party.**

3 Plaintiff agrees and acknowledges that this waiver of rights under Section 1542 extends
4 beyond the release and waiver provided in Paragraph 6.1.

5 6.3 Release by Participating Class Members: All Participating Class Members, on
6 behalf of themselves and their respective former and present spouses, representatives, agents,
7 attorneys, heirs, administrators, successors, and assigns, release the Released Parties from any
8 and all claims for damages and/or penalties that accrued during the Class Period, based on the facts
9 and claims alleged in the Action, including but not limited to any and all claims arising under Cal.
10 Labor Code §§ 201-203, 204, 226, 226.7, 510, 512, 558, 1194, 1197, 1198, the applicable IWC Wage
11 Orders, and Cal. Bus. & Prof. Code §§ 17200, *et seq.* This release covers, without limitation, any
12 and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other
13 counsel representing Plaintiff or Settlement Class Members, or by Plaintiff or Settlement Class
14 Members, or any of them, in connection with or related in any manner to the Action, the Settlement
15 of the Action, the administration of such Settlement, and/or the released claims, except to the extent
16 otherwise specified in the Agreement. Except as set forth in this Paragraph, Participating Class
17 Members do not release any other claims, including claims for vested benefits, wrongful
18 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
19 disability, social security, or workers' compensation.

20 6.4 Release of PAGA Claim. All Aggrieved Employees, on behalf of themselves and
21 their respective former and present spouses, representatives, agents, attorneys, heirs,
22 administrators, successors, assigns, and the State of California, release any and all claims for
23 PAGA penalties arising from the facts and theories alleged in the Action or the PAGA Notice that
24 accrued during the PAGA Period, based on the facts and claims alleged in the Action, including but
25 not limited to claims arising under Cal. Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, 1197,
26 1198, and 2698, *et seq.* This release covers, without limitation, any and all claims for attorneys' fees,
27 costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or
28 Aggrieved Employees, or by Plaintiff or Aggrieved Employees, or any of them, in connection with or
29 related in any manner to the Action, the Settlement of the Action, the administration of such Settlement,
30 and/or the released claims, except to the extent otherwise specified in the Agreement.

1 **7. MOTION FOR PRELIMINARY APPROVAL.** Plaintiff agrees to prepare and file a
2 motion for preliminary approval (“Motion for Preliminary Approval”). A draft proposed Order
3 Granting Preliminary Approval and Approval of PAGA Settlement is attached as Exhibit C.

4 7.1 Plaintiff’s Responsibilities. At least five (5) business days before they are filed,
5 Plaintiff will prepare and deliver to Defense Counsel for review and approval all documents to be
6 filed in connection with her request for Preliminary Approval, including: (i) a draft of the notice,
7 and memorandum in support, of the Motion for Preliminary Approval that includes an analysis
8 of the Settlement under applicable Ninth Circuit authorities and a request for approval of the
9 PAGA Settlement under Labor Code Section 2699, subd. (f)(2); (ii) a draft proposed Order
10 Granting Preliminary Approval and Approval of PAGA Settlement materially consistent with
11 Exhibit C; (iii) a copy of the proposed Administrator’s bid for administering the Settlement; and
12 (v) a signed declaration from each Class Counsel firm attesting to their competency to represent
13 the Class Members and the timely transmission to the LWDA of all necessary PAGA documents,
14 including the initial notice of violations (Labor Code section 2699.3, subd. (a)(1)(A)), the
15 Operative Complaint (Labor Code section 2699, subd. (s)(1)), and this Agreement (Labor Code
16 section 2699, subd. (s)(2)). Defense Counsel will not unreasonably withhold approval

17 7.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously
18 finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full
19 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
20 Approval; appearing in Court to advocate in favor of the Motion for Preliminary Approval; and
21 delivering the Court’s Preliminary Approval to the Administrator.

22 7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
23 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
24 Defense Counsel will expeditiously work together on behalf of the Parties, and in good faith, to
25 resolve the disagreement. If the Court does not grant Preliminary Approval or conditions
26 Preliminary Approval on any material change to this Agreement, Class Counsel and Defense
27 Counsel will expeditiously work together on behalf of the Parties, and in good faith, to modify
28 the Agreement and otherwise satisfy the Court’s concerns, except that Defense Counsel reserves
the right to nullify the Agreement if the Court conditions approval on an increase in the Gross
Settlement Amount or orders any additional payments by Defendant.

1 **8. SETTLEMENT ADMINISTRATION.**

2 8.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc.
3 to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc.
4 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
5 Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel
6 represent that they have no interest or relationship, financial or otherwise, with the Administrator
other than a professional relationship arising out of prior experiences administering settlements.

7 8.2 Employer Identification Number. The Administrator shall have and use its own
8 Employer Identification Number for purposes of calculating payroll tax withholdings and
9 providing reports state and federal tax authorities.

10 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund
11 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
Regulation section 468B-1.

12 8.4 Notice to Class Members.

13 8.4.1 No later than three (3) business days after receipt of the Class Data, the
14 Administrator shall notify Class Counsel that the list has been received and state the number of
15 Class Members, Aggrieved Employees, Class Work Weeks, and PAGA Pay Periods in the Class
16 Data.

17 8.4.2 Using best efforts to perform as soon as possible, and in no event later than
18 14 days after receiving the Class Data, the Administrator will send to all Class Members identified
19 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Court-approved
20 Notice Packet. The first page of the Class Notice shall estimate the dollar amounts of any
21 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the
22 number of Class Work Weeks and PAGA Pay Periods (if applicable) used to calculate these amounts.
Before mailing Notice Packets, the Administrator shall update Class Member addresses using the
National Change of Address database.

23 8.4.3 Not later than 3 business days after the Administrator’s receipt of any
24 Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice
25 Packet using any forwarding address provided by the USPS. If the USPS does not provide a
26 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail
27 the Notice Packet to the most current address obtained. The Administrator has no obligation to

1 make further attempts to locate or send Notice Packet to Class Members whose Notice Packet is
2 returned by the USPS a second time. Re-mailed Notice Packets shall inform Class Members of
3 their extended Response Deadline.

4 8.4.4 If the Administrator, Defendants or Class Counsel are contacted by or
5 otherwise discover any persons who believe they should have been included in the Class Data
6 and should have received Notice Packet prior to 14 days before the Final Approval Hearing, the
7 Parties will expeditiously meet and confer in good faith in an effort to agree on whether to include
8 them as Class Members. If the Parties agree, such persons will be Class Members entitled to the
9 same rights as other Class Members, and the Administrator will send, via email or overnight
10 delivery, a Class Notice requiring them to exercise options under this Agreement not later than
11 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are
12 later.

13 8.5 Requests for Exclusion (Opt-Outs).

14 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
15 Settlement must send the Administrator, by fax, email, or mail, a timely signed written Request
16 for Exclusion. A Request for Exclusion is a letter from a Class Member or his/her representative
17 that reasonably communicates the Class Member's election to be excluded from the Settlement
18 and includes the Class Member's name, address and email address or telephone number. To be
19 valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Class
20 Member's Response Deadline.

21 8.5.2 The Administrator may not reject a Request for Exclusion as invalid
22 because it fails to contain all the information specified in the Class Notice. The Administrator
23 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
24 identity of the person as a Class Member and the Class Member's desire to be excluded. The
25 Administrator's determination shall be final and not appealable or otherwise susceptible to
26 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,
27 the Administrator may demand additional proof of the Class Member's identity. The
28 Administrator's determination of authenticity shall be final and not appealable or otherwise
susceptible to challenge.

8.5.3 Every Class Member who does not submit a timely and valid Request for
Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all

1 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
2 Members' Releases under Paragraph 6.3 of this Agreement, regardless of whether the
3 Participating Class Member actually receives the Class Notice or objects to the Settlement.

4 8.5.4 Every Class Member who submits a valid and timely Request for
5 Exclusion or is otherwise deemed by the Court to have validly opted out of the Settlement is a
6 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
7 right to object to the class action components of the Settlement. All Aggrieved Employees are
8 eligible for an Individual PAGA Payment, regardless of whether they have opted out of the
9 Settlement.

10 8.6 Challenges to Calculation of Class Work Weeks and/or PAGA Pay Period. Each
11 Class Member and Aggrieved Employee shall have until their Response Deadline to challenge
12 the number of Class Work Weeks and PAGA Pay Periods (if any) allocated to the Class Member
13 in the Class Notice. This is also known as a dispute. A Work Week Dispute form, attached as
14 Exhibit B, may be used for this purpose but is not required. Class Members and Aggrieved
15 Employees may challenge their allocations by communicating with the Administrator via fax,
16 email or mail. The Administrator must encourage the challenging Class Member or Aggrieved
17 Employee to submit supporting documentation. In the absence of any contrary documentation,
18 the Administrator is entitled to presume that the Class Work Weeks and PAGA Pay Periods
19 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
20 Administrator's determination of each Class Member's allocation of Class Work Weeks and/or
21 Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The
22 Administrator shall promptly provide copies of all challenges to the allocation of Class Work
23 Weeks and/or Pay Periods to Defense Counsel and Class Counsel, including any supporting
24 documentation and the Administrator's determination of the challenges.

25 8.7 Objections to Settlement.

26 8.7.1 Only Participating Class Members may object to the class action
27 components of the Settlement and/or this Agreement, including contesting the fairness of the
28 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the
Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear

1 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
2 Hearing. A Participating Class Member who elects to send a written objection to the
3 Administrator must do so by their Response Deadline.

4 8.7.3 Non-Participating Class Members have no right to object to the Settlement.

5 8.7.4 Email Address and Toll-Free Number. The Administrator will maintain
6 and monitor an email address and a toll-free telephone number to receive Class Member calls,
7 faxes, and emails.

8 8.8 Requests for Exclusion (Opt-outs) and Exclusion List.

9 The Administrator will promptly review on a rolling basis Requests for Exclusion to
10 ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting
11 Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
12 containing (a) the names and other identifying information of Class Members who have timely
13 submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying
14 information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of
15 all Requests for Exclusion from Settlement submitted (whether valid or invalid).

16 8.9 Weekly Reports.

17 The Administrator must, on a weekly basis, provide written reports to Class Counsel and
18 Defense Counsel that, among other things, tally the number of: Notice Packets mailed or re-
19 mailed, Notice Packets returned undelivered, Requests for Exclusion (whether valid or invalid)
20 received, objections received, challenges to Class Work Weeks and/or Pay Periods received and/or
21 resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments
22 (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment
23 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
24 objections received.

25 8.10 Administrator’s Declaration.

26 Not later than 14 days before the date by which Plaintiff is required to file the Motion for
27 Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense
28 Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and
compliance with all of its obligations under this Agreement, including, but not limited to, its
mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-mailing of
Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion

1 from Settlement it received (both valid or invalid), the number of written objections and attach
2 the Exclusion List. The Administrator will supplement its declaration as needed or requested by
3 the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's
4 declaration(s) in Court.

5 **8.11 Final Report by Administrator.**

6 Within 10 days after the Administrator disburses all funds in the Gross Settlement
7 Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report
8 detailing its disbursements by employee identification number only of all payments made under
9 this Agreement. At least 15 days before any deadline set by the Court, the Administrator will
10 prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing
11 in Court attesting to its disbursement of all payments required under this Agreement. Class
12 Counsel is responsible for filing the Administrator's declaration in Court.

13 **9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** At the time of the July 14,
14 2025 mediation, Defendants estimated that there were 5,892 Class Members from December 22,
15 2017 to February 21, 2025. If the number of Class Members as of the date the Court approves the
16 settlement exceeds 5,892 by more than 10%, the Gross Settlement Amount will increase
17 proportionally according to the number of additional Class Members over 6,482 (e.g., for every
18 Class Member exceeding 6,482 Class Members, the Gross Settlement Amount shall increase by
19 \$186.69). If the Escalator Clause is triggered, Plaintiff will request up to one-third of (33 and 1/3
20 %) the total increased Gross Settlement Amount as the Class Counsel Fees Payment.

21 **10. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for
22 Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members,
23 Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree
24 that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect
25 whatsoever, and that neither Party will have any further obligation to perform under this
26 Agreement; provided, however, Defendants will remain responsible for paying all Settlement
27 Administration Expenses incurred to that point. In that event, the class will be decertified.
28 Defendants must notify Class Counsel and the Court of their election to withdraw not later than
seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel.

1
2 **11. MOTION FOR FINAL APPROVAL.** Consistent with the timing required by the Federal
3 Rules of Civil Procedure, the Local Rules for the Eastern District of California, and any additional
4 Court-specific rules or guidance, Plaintiff will file in Court, a motion for final approval of the
5 Settlement that includes a request for approval of the PAGA settlement under Labor Code section
6 2699, subd. (s)(1), a Proposed Final Approval Order and a proposed Judgment (collectively
7 “Motion for Final Approval”). Plaintiff shall provide drafts of this motion and all supporting
8 papers to Defense Counsel at least five (5) business days before they are filed for review and
9 approval. Defense Counsel will not unreasonably withhold approval.

10 11.1 Response to Objections. Each Party retains the right to respond to any objection
11 raised by a Participating Class Member, including the right to file responsive documents in Court
12 no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
13 by the Court.

14 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
15 Approval on any material change to the Settlement (including, but not limited to, the scope of
16 release to be granted by Class Members), the Parties will expeditiously work together in good
17 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
18 Approval. The Court’s decision to award less than the amounts requested for the Class
19 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
20 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material
21 modification to the Agreement within the meaning of this paragraph.

22 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
23 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
24 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
25 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

26 11.4 Waiver of Right to Appeal. Plaintiff, Class Counsel, and all Participating Class
27 Members who do not object to the Settlement as provided in this Agreement waive all rights to
28 appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the
right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.
The waiver of appeal does not include any waiver of the right to oppose such motions, writs or
appeals.

11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), each Party shall have thirty (30) days after the remittitur is issued to elect to nullify this Agreement by providing such notice to the other Party. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, with any additional Administration Expenses reasonably incurred after remittitur coming out of the Gross Settlement Amount. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit, that Plaintiff's claims can proceed on a class or representative basis, or that Defendants have any liability for any claims asserted. Nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,

1 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
2 Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical
3 obligations owed to Class Members.

4 12.3 Integrated Agreement. Upon execution by all Parties and their counsel, this
5 Agreement together with its attached exhibits shall constitute the entire agreement between the
6 Parties relating to the Settlement, superseding any and all oral representations, warranties,
covenants, or inducements made to or by any Party.

7 12.4 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
8 and represent that they are authorized by Plaintiff and Defendants, respectively, to take all
9 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
10 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
terms of this Agreement including any amendments to this Agreement.

11 12.5 Cooperation. The Parties and their counsel will cooperate with each other and
12 use their best efforts, in good faith, to implement the Settlement by, among other things,
13 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
14 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
15 the form or content of any document necessary to implement the Settlement, or on any
16 modification of the Agreement that may become necessary to implement the Settlement, the
Parties will seek the assistance of a Hon. Ann I. Jones.

17 12.6 No Prior Assignments. The Parties separately represent and warrant that they
18 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
19 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
20 action, or right released and discharged by the Party in this Settlement.

21 12.7 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense
22 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
23 Settlement be relied upon as such within the meaning of United States Treasury Department
Circular 230 (31 CFR Part 10, as amended) or otherwise.

24 12.8 Modification of Agreement. This Agreement, and all parts of it, may be
25 amended, modified, changed, or waived only by an express written instrument signed by all
26 Parties or their representatives, and approved by the Court.

27 12.9 Agreement Binding on Successors. This Agreement will be binding upon, and
28

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

2 12.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will
3 be governed by and interpreted according to the internal laws of the state of California, without
4 regard to conflict of law principles.

5 12.11 Cooperation in Drafting. The Parties have cooperated in the drafting and
6 preparation of this Agreement. This Agreement will not be construed against any Party on the
7 basis that the Party was the drafter or participated in the drafting.

8 12.12 Confidentiality. To the extent permitted by law, all agreements made, and orders
9 entered during Action and in this Agreement relating to the confidentiality of information shall
10 survive the execution of this Agreement.

11 12.13 Use and Return of Class Data. Information provided to Class Counsel and all
12 copies and summaries of the Class Data provided to Class Counsel by Defendants in connection
13 with the mediation, other settlement negotiations, or in connection with the Settlement, may be
14 used only with respect to this Settlement, and no other purpose, and may not be used in any way
15 that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days
16 after the date when the Court discharges the Administrator's obligation to provide a Declaration
17 confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic
18 versions of Class Data received from Defendants unless, prior to the Court's discharge of the
19 Administrator's obligation, Defendants make a written request to Class Counsel for the return,
20 rather than the destructions, of Class Data.

21 12.14 Headings. The descriptive heading of any section or paragraph of this Agreement
22 is inserted for convenience of reference only and does not constitute a part of this Agreement.

23 12.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
24 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
25 weekend or federal legal holiday, such date or deadline shall be on the first business day
26 thereafter.

27 12.16 Notice. All notices, demands or other communications between the Parties in
28 connection with this Agreement will be in writing and deemed to have been duly given as of the
third business day after mailing by United States mail, or the day sent by email or messenger,
addressed as follows:

To Plaintiff:
David Glenn Spivak, Esq.
The Spivak Law Firm
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
david@spivaklaw.com

To Defendant:
Kelsey A. Israel-Trummel
Jones Day
555 California Street, 26th Floor
San Francisco, California 94104
kitrummel@jonesday.com

12.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

Dated: 04 / 09 / 2026

By: 
DEJA NAIR

Dated:

By: _____
Katherine Morgan
Deputy General Counsel, Medline
Industries, LP

MEDLINE INDUSTRIES, INC.

Dated:

By: _____
Katherine Morgan

To Plaintiff:
David Glenn Spivak, Esq.
The Spivak Law Firm
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
david@spivaklaw.com

To Defendant:
Kelsey A. Israel-Trummel
Jones Day
555 California Street, 26th Floor
San Francisco, California 94104
kitrummel@jonesday.com

12.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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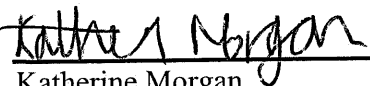
Dated:

By:

DEJA NAIR

Dated: April 10, 2026

By:



Katherine Morgan
Deputy General Counsel, Medline
Industries, LP

MEDLINE INDUSTRIES, INC.

Dated: April 10, 2026

By:



Katherine Morgan

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MEDLINE INDUSTRIES
HOLDINGS, LP

Dated: 04 / 09 / 2026

Dated: 04/09/2026

Dated:

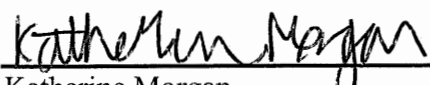
KELSEY A. ISRAEL-TRUMMEL,
Attorneys for Defendants

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Deputy General Counsel, Medline Industries, LP

MEDLINE INDUSTRIES, LP

Dated: April 10, 2026

By: 
Katherine Morgan
Deputy General Counsel, Medline Industries, LP

MEDLINE INDUSTRIES HOLDINGS, LP

THE SPIVAK LAW FIRM

Dated:

By: _____
DAVID GLENN SPIVAK, Attorneys for Plaintiff, DEJA NAIR, and all others similarly situated

UNITED EMPLOYEES LAW GROUP

Dated:

By: _____
WALTER L. HAINES, Attorneys for Plaintiff, DEJA NAIR, and all others similarly situated

JONES DAY

Dated: April 10, 2026

By: 
KELSEY A. ISRAEL-TRUMMEL, Attorneys for Defendants

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Deja Nair v. Medline Industries, LP. Et al.,
District Court for the Eastern District of California, Case No. 2:22-CV-00331-DAD-JDP

This is a court-authorized notice. It is not a solicitation and you are not being sued. Please read this notice carefully. Your legal rights are affected whether you act or do not act.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Medline Industries, Inc., Medline Industries, LP, and Medline Industries Holdings, L.P. (“Defendants”) for alleged violations of California’s labor laws. The Action was filed by one of Defendants’ former employees Deja Nair (“Plaintiff”) and seeks payment of (1) wages and other relief for a class of persons employed by Defendants in California and classified as a non-exempt, hourly warehouse employees who worked for Defendants during the Class Period of December 22, 2017 through <<preliminary Court-approval of the Settlement>> in one of the positions included in the list attached to this Notice (“Class Members”) and (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all persons employed by Defendants in California and classified as a non-exempt, hourly warehouse employees who worked for Defendants during the PAGA Period of October 29, 2020 through <<preliminary Court-approval of the Settlement>> in one of the positions included in the list attached to this Notice (“Aggrieved Employees”).

The Court has not made any determinations about the merits of Plaintiff’s claims or whether Defendants engaged in any unlawful conduct. To avoid the costs of further litigation, the parties have agreed upon a settlement that will resolve the class claims brought on behalf of the Class Members (“Class Settlement”) and the PAGA claims brought on behalf of the Aggrieved Employees (“PAGA Settlement”).

If you worked for Defendants during the Class Period and/or the PAGA Period in one of the qualifying roles, you have two basic options under the Settlement:

(1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and receive an Individual Class Payment and, if applicable, an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendants.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Class Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period claims against Defendants. Aggrieved Employees cannot opt out of the PAGA Settlement. If you are an Aggrieved Employee who opts out, you will still receive your Individual PAGA Payment and release your PAGA claims.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement. Further information about the Settlements and your options is included in the rest of this Notice.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and, if applicable, an Individual PAGA Payment. In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <<RESPONSE DEADLINE>>	If you do not want to participate in the Settlement as a Settlement Class Member, you can opt-out by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. Even if you opt out of the Class portion of the proposed Settlement, you cannot opt-out of the PAGA portion of the proposed Settlement. See Section 6 of this Notice for more detail.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement, including but not limited to the amounts that Class Counsel will request be paid to them in attorney's fees and costs and to the Plaintiff in the form of a Service Award. See Section 7 of this Notice for more detail.
You Can Participate in the <<FinalApprovalHearingDate>> Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost). Participating Class Members can verbally object to the Settlement at the Final Approval Hearing whether or not they submitted a written objection. See Section 8 of this Notice for more detail.
You Can Challenge the Calculation of Your Work Week / Pay Periods Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Class Work Weeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Work Weeks and number of PAGA Pay Periods you worked according to Defendants' records is stated in Section 4 below. If you disagree with either of these numbers, you must submit a challenge by <<RESPONSE DEADLINE>>. See Section 4 of this Notice for more detail.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee who claims that Defendants failed to pay wages, provide meal periods and rest periods, issue proper wage statements, and timely pay wages, resulting in various Labor Code violations. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the Private Attorneys General Act (Labor Code section 2698 and sections that follow) (“PAGA”). Plaintiff is represented by attorneys in the Action: David Glenn Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law Group (“Class Counsel.”)

Defendants deny all alleged violations, deny that they owe Class Members or Aggrieved Employees any amounts, and assert that they have fully complied with the law. Nevertheless, in order to avoid further costs and time defending against the Action, Defendants agreed to settle the Action. The Court has not made a ruling on the merits of the case.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has not decided in favor of the Plaintiff or Defendants. Instead, both sides agreed to a settlement that is memorialized in the Class Action And Paga Settlement Agreement And Class Notice (“Settlement” or “Settlement Agreement”). The parties are now jointly asking the Court to enter a judgment ending the Action and enforcing the Agreement. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strengths and weaknesses of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

A. Gross Settlement Amount. The Settlement provides that Defendants will pay \$1,100,000.00 as the Gross Settlement Amount. This includes all costs and attorneys’ fees for Class Counsel. The Gross Settlement Amount is subject to increase if the total number of class members is greater than 6,482 by \$186.69 per additional Class Member.

B. Net Settlement Amount. The Net Settlement Amount is the portion of the Gross Settlement Amount that will be available for distribution to Settlement Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims, based on the number of Class Work Weeks they worked. The Net Settlement Amount is the Gross Settlement Amount less the following amounts, which are subject to Court-approval:

1. Attorney Fees and Costs. Up to \$366,666.66 (or 33.33% of the Gross Settlement Amount) to be paid to Class Counsel for attorneys’ fees and up to \$50,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action

without payment.

2. Class Representative Service Payment. Up to \$20,000.00 to be paid to Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payment will be the only payment Plaintiff receives other than Plaintiff's Individual Class Payment and Individual PAGA Payment.

3. Administration Expenses. Up to \$30,000.00 to be paid to ILYM Group, Inc., the third-party settlement administrator responsible for administering the Settlement.

4. PAGA Penalties. Up to \$20,000.00 for PAGA Penalties, 75% of which will be paid to the LWDA as PAGA penalties and 25% of which will be allocated to Individual PAGA Payments to be paid to the Aggrieved Employees based on their PAGA Period Pay Periods, as explained further below in Section 4.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections. If the Court approves less than the amounts requested in Attorney Fees and Costs, the Class Representative Service Payment, Administrative Expenses, or PAGA Penalties, the Administrator will allocate the difference to the Net Settlement Amount. If the Court approves more than the amounts requested, the additional amount shall be taken out of the Gross Settlement Amount and Defendants will not be required to pay any additional amounts to Class Counsel.

D. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 50.00% of each Individual Class Payment to taxable wages ("Wage Portion") and the remaining 50.00% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money. You can contact the Unclaimed Property Fund at (800) 992-4647.

F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than <<**RESPONSE DEADLINE**>>, that you wish to opt-out. Further information on how to opt out of the Settlement is included below in Section 6. You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and Plaintiff releases Defendants from civil penalties they may owe to the Aggrieved Employees.

G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

H. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

I. Participating Class Members' Release. As of the Effective Date, Participating Class Members, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the "Released Parties" for any of the "Released Claims" that accrued during the "Class Period."

The "Released Parties" means Defendants Medline Industries Inc., Medline Industries, LP and Medline Industries Holdings, LP and their respective former and present parents, subsidiaries, affiliated corporations and entities, and each of their respective current, former, and future officers, directors, members, managers, employees, partners, shareholders, investors, joint venturers and third-party agents, and any successors, assigns, legal representatives, or any individual or entity which could be jointly or severally liable with Defendants and all persons or entities acting by, through, under, or in concert with any of them.

The "Released Claims" means: Any and all claims for damages and/or penalties that accrued during the Class Period, based on the facts and claims alleged in the Action, including but not limited to any and all claims arising under Cal. Labor Code §§ 201-203, 204, 226, 226.7, 510, 512, 558, 1194, 1197, 1198, the applicable IWC Wage Orders, and Cal. Bus. & Prof. Code §§ 17200, *et seq.* This release covers, without limitation, any and all claims for attorneys' fees, costs or disbursements

incurred by Class Counsel or any other counsel representing Plaintiff or Settlement Class Members, or by Plaintiff or Settlement Class Members, or any of them, in connection with or related in any manner to the Action, the Settlement of the Action, the administration of such Settlement, and/or the released claims, except to the extent otherwise specified in the Agreement. Except as set forth in this Paragraph, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation.

The "Class Period" means the period from December 22, 2017 through <<preliminary approval date>>.

J. The PAGA Release. All Aggrieved Employees, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, assigns, and the State of California, release any and all claims for PAGA penalties arising from the facts and theories alleged in the Action or the PAGA Notice that accrued during the PAGA Period, based on the facts and claims alleged in the Action, including but not limited to claims arising under Cal. Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, 1197, 1198, and 2698, *et seq.* This release covers, without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Aggrieved Employees, or by Plaintiff or Aggrieved Employees, or any of them, in connection with or related in any manner to the Action, the Settlement of the Action, the administration of such Settlement, and/or the released claims, except to the extent otherwise specified in the Agreement.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Class Work Week worked by all Participating Class Members, and (b) multiplying the result by the number of Class Work Week worked by each individual Participating Class Member. Defendants' records show that you worked <<__>> Class Work Weeks during the Class Period. Based on this number, your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding). This is only a preliminary estimate. The actual amount you may receive likely will be different and will depend on a number of factors.

B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing 75% of the PAGA Penalty amount by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee. Defendants' records show that you worked <<__>> PAGA Pay Period during the PAGA Period. Based on this number, your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>. This is only a preliminary estimate. The actual amount you may receive likely will be different and will depend on a number of factors.

C. Class Work Weeks/PAGA Pay Periods Challenges. If you believe that an error was made in determining your Class Work Weeks or PAGA Pay Periods, you have until <<RESPONSE DEADLINE>> to challenge the number of Class Work Weeks and/or Pay Periods

credited to you. You can submit your challenge by signing and sending a letter to the Administrator by email, fax or regular U.S. mail. You can use the enclosed Dispute form for this purpose. Section 9 of this Notice has the Administrator's contact information.

If you choose to challenge your Class Work Week or PAGA Pay Period counts, you will need to support your challenge by submitting copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Class Work Weeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The parties will resolve Work Week and/or Pay Period challenges based on your submission and on input from Class Counsel and Defendants' Counsel. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Work Weeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member). If you are a Non-Participating Class Member who does not qualify as an Aggrieved Employee, you will not be mailed any check.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

If you want to opt out of the Settlement, you should email, fax, or mail a timely written and signed Request for Exclusion by <<**RESPONSE DEADLINE**>>. Your Request for Exclusion should be a letter from you or your representative setting forth your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to sign your request, identify the Action as *Deja Nair vs. Medline Industries, Inc.*, Case No. 2:22-CV-00331-WBS-KJN, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). **The Administrator must be sent your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

If you are an Aggrieved Employee, you will still receive an Individual PAGA Payment even if you opt out.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. This means that, if you opt out of the Settlement as described under Section 6, you cannot object. A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is <<RESPONSE DEADLINE>>.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Deja Nair vs. Medline Industries, Inc.*, case no. 2:22-CV-00331-WBS-KJN, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information. You should send your objection to the Administrator by email, fax, or send by regular U.S. mail.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on <<FINAL APPROVAL HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Courtroom: 4, 15th floor of the United States District Court for the Eastern District of California, located at Courtroom 4, 15th floor located at Robert T. Matsui U.S. Courthouse, 501 I Street, Suite 8-240, Sacramento, CA 95814. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend yourself or hire a lawyer to attend on your behalf. The Court holds hearings virtually via Zoom and permits members of the public to access hearings telephonically by dialing 1-669-254-5252, using Meeting ID 161 413 4031 and 24 Passcode 125984, at the time of the hearing.

It is possible that the Court will reschedule the Final Approval Hearing. If you are planning to attend, you should check the Administrator's website <<ADMINISTRATOR WEBSITE>> beforehand or check the Court's Law and Motion calendar, available at <<<https://www.caed.uscourts.gov/caednew/index.cfm/judges/daily-calendar/?Date=&JudgeID=5017>>> to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at <<WEBSITE>>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. Case documents are also available via PACER at <<WEBSITE>>, entering the Case Number for the Action, Case No. No. 2:22-CV-00331-DAD-JDP.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney:	David Glenn Spivak
Email Address:	david@spivaklaw.com
Name of Firm:	The Spivak Law Firm
Mailing Address:	8605 Santa Monica Bl PMB 42554 West Hollywood, CA 90069
Telephone:	(213) 725-9094

Administrator:

Name of Company:	ILYM Group, Inc.
Email Address:	_____
Mailing Address:	_____
Telephone:	_____
Fax Number:	_____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds. You can contact the Unclaimedx Property Fund at (800) 992-4647.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B

CLASS WORK WEEKS/PAGA PAY PERIODS DISPUTE FORM

United States District Court for the Eastern District of California
Deja Nair v. Medline Industries, Inc., et al., Case No. No. 2:22-CV-00331-DAD-JDP

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX – XX - _

The amount of your estimated Settlement Award is based upon the number of eligible Class Work Weeks you worked between December 22, 2017 and <<the date the Court preliminarily approves this class action settlement>> and eligible PAGA Pay Periods you worked between October 29, 2020 and <<the date the Court preliminarily approves this class action settlement>>. “Class Work Week” means any week during the Class Period in which a you worked at least one day in one of the positions listed on the list attached to the Notice you received. “PAGA Pay Period” means any pay period during the PAGA Period in which you worked at least one day in one of the positions listed on the list attached to the Notice you received.

YOUR ELIGIBLE WORKWEEKS/ PAY PERIODS

Defendants’ records indicate that you worked <<number of Class Work Weeks>> Workweeks between December 22, 2017 and <<the date the Court preliminarily approves this class action settlement>> and <<number of PAGA Pay Periods>> PAGA Pay Periods between October 29, 2020 through <<the date the Court preliminarily approves this class action settlement>>.

YOUR ESTIMATED SETTLEMENT AWARD AND DISPUTE PROCEDURE

If you wish to dispute the number of Class Work Weeks or PAGA Pay Periods credited to you, or anything else about your employment status, you must complete and return this form by indicating what you believe is incorrect on the blank lines below and return it on or before <<RESPONSE DEADLINE>> to the Administrator by email, fax, or regular U.S. Mail with proof of the submission date (such as a postmark or delivery service date stamp). You may use this Work Week/PAGA Pay Period Dispute form for this purpose. You must also send any documents or other information that you contend supports your belief that the information set forth above is incorrect.

**UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF
WORKWEEKS OR PAGA PAY PERIODS CREDITED TO YOU, YOU DO NOT NEED
TO COMPLETE THIS FORM**

EXHIBIT C

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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

DEJA NAIR, on behalf of herself and all others similarly situated, and as an “aggrieved employee” on behalf of other “aggrieved employees” under the Labor Code Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

MEDLINE INDUSTRIES, INC., an Illinois corporation; MEDLINE INDUSTRIES HOLDINGS, L.P., a Delaware limited partnership; MEDLINE INDUSTRIES, LP, an Illinois limited partnership; and DOES 1–50, inclusive,

Defendant(s).

Case No. No. 2:22–CV–00331–DAD-JDP

[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT

Action filed: December 22, 2021
Dept: The Honorable Dale A.
Drozd, Courtroom: 4, 15th
floor

The Motion of Plaintiff Deja Nair (hereafter referred to as “Plaintiff”) for Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court, The Honorable Dale A/ Drozd presiding. The Court having considered the Motion, the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement” or “Settlement Agreement”),

1 and supporting papers, HEREBY ORDERS THE FOLLOWING:

2 1. The Court grants preliminary approval of the Settlement and the Settlement Class
3 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
4 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
5 has determined only that there is sufficient evidence to suggest that the proposed settlement might
6 be fair, adequate, and reasonable, and that any final determination of those issues will be made at
7 the final hearing. The Court has additionally determined that there is sufficient evidence to
8 suggest that the proposed settlement of Plaintiff's PAGA claims merits settlement approval
9 pursuant to California Labor Code § 2699 *et seq.* The Court will make a determination at the
10 hearing on the motion for final approval of class action settlement (the "Final Approval Hearing")
11 as to whether the Settlement is fair, adequate and reasonable to the Settlement Class and merits
12 settlement approval pursuant to California Labor Code § 2699 *et seq.*
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14 2. For purposes of this Preliminary Approval Order, the "Settlement Class" or
15 "Class" means (collectively "Class Members"), all persons employed by Defendants in California
16 and classified as a non-exempt, hourly warehouse employees who worked for Defendants during
17 the Class Period in one or more of the positions listed in Exhibit E attached to the Settlement
18 Agreement. The "Class Period" shall mean the period of time from December 22, 2017, through
19 the date of this Order.
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21 3. This action is provisionally certified as a class action for purposes of settlement
22 only with respect to the proposed Settlement Class.
23

24 4. Not later than 15 business days after the Court grants Preliminary Approval of the
25 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator. To
26 protect Class Members' privacy rights, the Administrator must maintain the Class Data in
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1 confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and
2 restrict access to the Class Data to Administrator employees who need access to the Class Data
3 to effect and perform under this Agreement.

4 5. No later than three (3) business days after receipt of the Class Data, the
5 Administrator shall notify Class Counsel that the list has been received and state the number of
6 Class Members, PAGA Members, Class Work Weeks, and PAGA Pay Periods in the Class Data.

7 6. No later than 14 days after receiving the Class Data, the Administrator will send
8 to all Class Members identified in the Class Data, via first-class United States Postal Service
9 (“USPS”) mail, the Court-approved Notice Packet with Spanish translation substantially in the
10 forms attached to the Settlement Agreement as Exhibits A and B. Before mailing Notice Packets,
11 the Administrator shall update Class Member addresses using the National Change of Address
12 database.
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14 7. Not later than 3 business days after the Administrator’s receipt of any Notice
15 Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packet
16 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
17 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Notice
18 Packet to the most current address obtained. The Administrator has no obligation to make further
19 attempts to locate or send Notice Packet to Class Members whose Notice Packet is returned by
20 the USPS a second time. Re-mailed Notice Packets shall inform Class Members of their extended
21 Response Deadline.
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23 8. If the Administrator, Defendants or Class Counsel are contacted by or otherwise
24 discover any persons who believe they should have been included in the Class Data and should
25 have received Notice Packet prior to 14 days before the Final Approval Hearing, the Parties will
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1 expeditiously meet and confer in good faith in an effort to agree on whether to include them as
2 Class Members. If the Parties agree, such persons will be Class Members entitled to the same
3 rights as other Class Members, and the Administrator will send, via email or overnight delivery,
4 a Class Notice requiring them to exercise options under this Agreement not later than 14 days
5 after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.
6

7 9. Requests for Exclusion. As further set forth in the Settlement, Class Members who
8 wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax,
9 email, or mail, a timely signed written Request for Exclusion. To be valid, a Request for
10 Exclusion must be timely faxed, emailed, or postmarked by the Class Member's Response
11 Deadline.

12 10. The Administrator may not reject a Request for Exclusion as invalid because it
13 fails to contain all the information specified in the Class Notice. The Administrator shall accept
14 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of
15 the person as a Class Member and the Class Member's desire to be excluded. The Administrator's
16 determination shall be final and not appealable or otherwise susceptible to challenge.
17

18 11. Every Class Member who does not submit a timely and valid Request for Exclusion
19 is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all
20 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
21 Members' Release under Paragraphs 6.3 of the Settlement, regardless whether the Participating
22 Class Member actually receives the Class Notice or objects to the Settlement.
23

24 12. Every Class Member who submits a valid and timely Request for Exclusion is a
25 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
26 right to object to the class action components of the Settlement.
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1 13. Challenges to Calculation of Class Work Weeks/PAGA Pay Periods. As further
2 set forth in the Settlement, each Class Member and Aggrieved Employee shall have until their
3 Response Deadline to challenge the number of Class Work Weeks and PAGA Pay Periods (if
4 any) allocated to the Class Member in the Class Notice. A Work Week Dispute form, attached as
5 Exhibit B to the Settlement, may be used for this purpose but is not required. In the absence of
6 any contrary documentation, the Administrator is entitled to presume that the Class Work Weeks
7 and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent
8 with the Class Data. The Administrator's determination of each Class Member's allocation of
9 Work Weeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to
10 challenge.

11
12 14. Objections to Settlement. As further set forth in the Settlement, only Participating
13 Class Members may object to the class action components of the Settlement and/or this
14 Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the
15 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class
16 Representative Service Payment.

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18 15. Participating Class Members may send written objections to the Administrator, by
19 fax, email, or mail, by their Response Deadline. In the alternative, Participating Class Members
20 may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the
21 Final Approval Hearing.

22
23 16. Non-Participating Class Members have no right to object to any of the class action
24 components of the Settlement.

25 17. The Plaintiff's Motion for Final Approval of the Settlement must be accompanied
26 by a declaration from the Administrator attesting to its due diligence and compliance with all of
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1 its obligations under the Settlement Agreement, including, but not limited to, its mailing of the
2 Notice Packets, the Notice Packets returned as undelivered, the re-mailing of Notice Packets,
3 attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it
4 received (both valid or invalid), the number of written objections and attach the Exclusion List.

5 18. The Court approves, as to form and content, the Class Notice in substantially the
6 form attached as Exhibit A to the Settlement Agreement and the Class Work Weeks/ PAGA Pay
7 Periods Dispute form in substantially the form attached as Exhibit B to the Settlement Agreement.

8 19. The Court approves, for settlement purposes only, David Glenn Spivak of The
9 Spivak Law Firm and Walter L. Haines of United Employees Law Group as Class Counsel.

10 20. The Court approves, for settlement purposes only, Deja Nair as the Class
11 Representative.

12 21. The Court approves ILYM Group, Inc. as the Administrator.

13 22. The Court preliminarily approves Class Counsel's request for attorneys' fees and
14 costs subject to final review by the Court.

15 23. The Court preliminarily approves the estimated Administrator costs payable to the
16 Administrator subject to final review by the Court.

17 24. The Court preliminarily approves Plaintiff's Class Representative Service
18 Payment subject to final review by the Court.

19 25. A Final Approval Hearing shall be held on ____ at ____.m. in Courtroom 4, 15th
20 floor of the United States District Court for the Eastern District of California, located at Robert
21 T. Matsui U.S. Courthouse, 501 I Street, Suite 8-240, Sacramento, CA 95814 to consider the
22 fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this
23 Preliminary Approval Order, and to consider the application of Class Counsel for attorneys' fees
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1 and costs and the Class Representative Service Payment to the Class Representative. The notice
2 of motion and all briefs and materials in support of the motion for final approval of class action
3 settlement and motion for attorneys' fees and litigation costs shall be served and filed with this
4 Court on or before _____. Plaintiff's counsel must give notice to any objecting party of any
5 continuance of the hearing of the motion for final approval.
6

7 26. If for any reason the Court does not execute and file a Final Approval Order and
8 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the
9 proposed Settlement that is the subject of this order, and all evidence and proceedings had in
10 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
11 litigation, as more specifically set forth in the Settlement.

12 27. The Court expressly reserves the right to adjourn or continue the Final Approval
13 Hearing from time to time without further notice to members of the Class. The Plaintiff shall give
14 prompt notice of any continuance to Settlement Class Members who object to the Settlement.
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16 **IT IS SO ORDERED.**

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19 **DATE**

THE HONORABLE DALE A. DROZD

EXHIBIT D

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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

DEJA NAIR, on behalf of herself and all others similarly situated, and as an “aggrieved employee” on behalf of other “aggrieved employees” under the Labor Code Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

MEDLINE INDUSTRIES, INC., an Illinois corporation; MEDLINE INDUSTRIES HOLDINGS, L.P., a Delaware limited partnership; MEDLINE INDUSTRIES, LP, an Illinois limited partnership; and DOES 1–50, inclusive,

Defendant(s).

Case No. No. 2:22–CV–00331–DAD-JDP

**[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING CLASS
ACTION SETTLEMENT**

Action filed: December 22, 2021
Dept: The Honorable Dale A.
Drozd, Courtroom: 4, 15th
floor

This matter came on for hearing on ____ at ____m. in Courtroom 4, 15th floor of the above-captioned court on Plaintiff’s Motion for Final Approval of the Class Action and PAGA Settlement Agreement and Class Notice (the “Settlement”) filed herewith which provides for a Gross Settlement Amount (“GSA”) of up to \$1,100,000.00 in compromise of all disputed claims on behalf of during the period of December 22, 2017 to [DATE OF PRELIMINARY

1 SETTLEMENT APPROVAL] (“Settlement Class Period”). All capitalized terms used herein
2 shall have the same meaning as defined in the Settlement.

3 In accordance with the Court’s prior Order Granting Preliminary Approval of Class
4 Action Settlement, Class Members have been given notice of the terms of the Settlement and the
5 opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
6 terms. Having received and considered the Settlement, the supporting papers filed by the Parties,
7 and the evidence and argument received by the Court in conjunction with the motions for
8 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
9 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
10 DETERMINATIONS¹:

11
12 1. The Court has jurisdiction over the subject matter of the Action and over all Parties
13 to the Action, including all Class Members. Pursuant to this Court’s Order Granting Preliminary
14 Approval of Class Action Settlement of ___, the Notice Packet was sent to each Class Member
15 by First Class U.S. mail. The Notice Packet informed Class Members of the terms of the
16 Settlement, their right to receive their proportional share of the Settlement, their right to request
17 exclusion, their right to comment upon or object to the Settlement, and their right to appear in
18 person or by counsel at the final approval hearing and be heard regarding final approval of the
19 Settlement. Adequate periods of time were provided by each of these procedures. No member of
20 the Settlement Class presented written objections to the proposed Settlement as part of this notice
21 process, stated an intention to appear, or actually appeared at the final approval hearing.

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24 2. For purposes of this Final Order and Judgment, the Class Members are all persons
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27 ¹ A true and correct copy of the Court’s ruling on the Motion for Final Approval of Class Action
28 Settlement entered on [REDACTED] is attached hereto as **Exhibit A** and incorporated by reference.

1 employed by Defendants in California and classified as a non-exempt, hourly warehouse
2 employees who worked for Defendants during the Settlement Class Period.

3 3. The Court finds and determines that the notice procedure afforded adequate
4 protections to Class Members and provides the basis for the Court to make an informed decision
5 regarding final approval of the Settlement based on the responses of Class Members. The Court
6 finds and determines that the notice provided in this case was the best notice practicable, which
7 satisfied the requirements of law and due process as to all persons entitled to such notice. The
8 court further finds and determines that Settlement merits approval under California Labor Code
9 § 2699 *et seq.*

11 **Release by Plaintiff and Class Members.** The Parties agree that it is their intent that the
12 resolution set forth in this Settlement will release and discharge the Released Claims by way of
13 any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action
14 of any kind by each and all of the Settlement Class Members (including participation to any extent
15 in any representative or collective action) against the Released Parties. This release will not take
16 effect until the Effective Date.

18 **PAGA Release.** All Aggrieved Employees, on behalf of themselves and their respective
19 former and present spouses, representatives, agents, attorneys, heirs, administrators, successors,
20 assigns, and the State of California, release any and all claims for PAGA penalties arising from the
21 facts and theories alleged in the Action or the PAGA Notice that accrued during the PAGA Period,
22 based on the facts and claims alleged in the Action, including but not limited to claims arising under
23 Cal. Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, 1197, 1198, and 2698, *et seq.* This
24 release covers, without limitation, any and all claims for attorneys' fees, costs or disbursements
25 incurred by Class Counsel or any other counsel representing Plaintiff or Aggrieved Employees, or by
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1 Plaintiff or Aggrieved Employees, or any of them, in connection with or related in any manner to the
2 Action, the Settlement of the Action, the administration of such Settlement, and/or the released claims,
3 except to the extent otherwise specified in the Agreement..

4 **“Released Class Claims”**: All Participating Class Members, on behalf of themselves and
5 their respective former and present spouses, representatives, agents, attorneys, heirs,
6 administrators, successors, and assigns, release the Released Parties from any and all claims for
7 damages and/or penalties that accrued during the Class Period, based on the facts and claims alleged
8 in the Action, including but not limited to any and all claims arising under Cal. Labor Code §§ 201-
9 203, 204, 226, 226.7, 510, 512, 558, 1194, 1197, 1198, the applicable IWC Wage Orders, and Cal.
10 Bus. & Prof. Code §§ 17200, *et seq.* This release covers, without limitation, any and all claims for
11 attorneys’ fees, costs or disbursements incurred by Class Counsel or any other counsel representing
12 Plaintiff or Settlement Class Members, or by Plaintiff or Settlement Class Members, or any of them,
13 in connection with or related in any manner to the Action, the Settlement of the Action, the
14 administration of such Settlement, and/or the released claims, except to the extent otherwise specified
15 in the Agreement. Except as set forth in this Paragraph, Participating Class Members do not
16 release any other claims, including claims for vested benefits, wrongful termination, violation of
17 the Fair Employment and Housing Act, unemployment insurance, disability, social security, or
18 workers’ compensation.

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21 2. The Court further finds and determines that the terms of the Settlement are fair,
22 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
23 provisions of the Settlement, including the release of claims contained therein, should be and
24 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
25 according to its terms. As of the Effective Date of Settlement, and for the duration of the
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1 Settlement Class Period, all Class Members are hereby deemed to have waived and released all
2 Released Claims and are forever barred and enjoined from prosecuting the Released Claims
3 against the Released Parties as fully set forth in the Settlement. No objections were received by
4 the Parties or the Court through the date of this Final Order and Judgment. The Court finds ____
5 Class Member(s) - ____ - submitted a request for exclusion from the Settlement as determined by
6 the Administrator and therefore is/are not in the Settlement Class, except to the extent that they
7 are also Aggrieved Employees.
8

9 3. The Court finds and determines that (a) the Settlement Shares to be paid to
10 Participating Class Members and (b) the LWDA payment as civil penalties under the California
11 Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections
12 2698 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants
13 final approval to, and orders the payment of, those amounts be made to the Participating Class
14 Members and to the California Labor & Workforce Development Agency (“LWDA”), in
15 accordance with the terms of the Settlement.
16

17 4. The Court further grants final approval to and orders that the following payments
18 be made in accordance with the terms of the Settlement:

19 a. Subject to the Escalator Clause, Class Counsel fees & costs of \$366,666.66
20 in attorneys’ fees and \$50,000.00 in litigation costs to Class Counsel;

21 b. \$20,000.00 as a Class Representative Service Payment award payable to
22 Plaintiff Deja Nair for her service as a Class Representative;

23 c. \$30,000.00 in costs of the Administrator payable to ILYM Group, Inc. for
24 its services as the Administrator; and
25

26 d. Payment of \$15,000.00 (75% of the (\$20,000.00 PAGA penalty) to the
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1 LWDA.

2 7. The settlement shall proceed as directed in the Settlement, and no payments
3 pursuant to the Settlement shall be distributed until after the Effective Date of Settlement. Without
4 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
5 of all matters relating to the interpretation, administration, implementation, effectuation and
6 enforcement of this Final Order and Judgment and the Settlement.
7

8 8. Within 28 calendar days of the Effective Date of Settlement, Defendants shall
9 deposit the total Gross Settlement Amount plus the employer side taxes in an account designated
10 by the Administrator.

11 9. Other than their employer side payroll taxes, Defendants' payment of such sums
12 shall be the sole financial obligation of Defendants under the Settlement, and shall be in full
13 satisfaction of all claims released herein, including, without limitation, all claims for wages,
14 penalties, interest, attorneys' fees, costs and expenses.
15

16 10. Participating Class Members shall have one hundred and eighty (180) days from
17 the date of the check's issuance to cash their Settlement Share check. After the expiration of the
18 180-day period, on Defendants' behalf, the Administrator shall remit any amounts from voided
19 settlement checks and otherwise unclaimed, plus interest on the Residue at the legal rate of interest
20 from the date of entry of the initial judgement to the California Unclaimed Property Fund.
21

22 11. Nothing in this Final Order and Judgment shall preclude any action to enforce the
23 Parties' obligations under the Settlement or hereunder, including the requirement that Defendants
24 deposit funds for distribution by the Administrator to Participating Class Members in accordance
25 with the Settlement.

26 12. The Court hereby enters final judgment in this case in accordance with the terms
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1 of the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this Final
2 Order and Judgment.

3 13. The Parties are hereby ordered to comply with the terms of the Settlement.

4 14. The Parties shall bear their own costs and attorneys' fees except as otherwise
5 provided by the Settlement and this Final Order and Judgment.

6
7 15. The Settlement is not an admission by Defendants nor is this Final Order and
8 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
9 Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used
10 as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order
11 and Judgment, the Settlement, any document referred to herein, any exhibit to any document
12 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
13 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
14 admission or concession with regard to, the denials or defenses of Defendants, and shall not be
15 offered in evidence in any proceeding against the Parties hereto in any Court, administrative
16 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
17 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
18 and any other papers and records on file in the Action may be filed in this Court or in any other
19 litigation as evidence of the settlement by Defendants to support a defense of res judicata,
20 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
21 the Released Claims.
22

23
24 16. This document shall constitute a Judgment.

25 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

26
27 **DATE**

THE HONORABLE DALE A. DROZD

EXHIBIT E

List of Job Positions

Ops-Warehouse Operator	Maintenance Mechanic
Ops-Branch Trainer	Ops-Packager
Ops-Warehouse Ld	Maintenance Apprentice
Ops-Janitor	Maintenance Mechanic Jr
Ops-Inventory Coord	Maintenance Mechanic Ld
Ops-Maintenance Mechanic Ii	Operations Support Spec Sr
Ops-Warehouse Clerk	Ops- Warehouse Receiving
Ops-Maintenance Mechanic I	Ops- Warehouse Shipping
Ops-Inventory Coord Sr	Ops-Inventory Coord Ost
Ops-Warehouse Operator Ost	Warehouse Operator Operations
Ops-Inventory Control Ld	Warehouse Ld Operations
Maintenance Tech Ii	Trainer Branch
Maintenance Tech I	Janitor Operations
Warehouse Ld	Inventory Coord Operations
Ops-Maintenance Apprentice	Maintenance Tech Ii
Warehouse Clerk	Warehouse Clerk Operations
Ops-Maintenance Mechanic Sr	Inventory Coord Sr
Supply Chain Clerk Ld	Maintenance Tech I
Branch Office Clerk	Maintenance Ld
Ops-Branch Trainer Ost	Inventory Control Ld Operations
Ops-Warehouse Ld Ost	Branch Office Clerk
Admin Asst	Warehouse Operator Ost
Maintenance Ld.	Trainer Branch Ost Operations
Janitor	