

1 WORKMAN LAW FIRM, PC
2 Robin G. Workman (Bar #145810)
3 robin@workmanlawpc.com
4 2325 3rd Street, Suite 329
5 San Francisco, CA 94107
6 Telephone: (415) 782-3660
7 Facsimile: (415) 788-1028

8 *Attorneys for Plaintiff Norris Cagonot,*
9 *on behalf of himself and all others similarly situated*

10 SEYFARTH SHAW LLP
11 Eric E. Hill (SBN 173247)
12 ehill@seyfarth.com
13 Robin E. Devaux (SBN 233444)
14 rdevaux@seyfarth.com
15 560 Mission Street, 31st Floor
16 San Francisco, California 94105
17 Telephone: (415) 397-2823
18 Facsimile: (415) 397-8549

19 Attorneys for Defendant
20 ADVANCED STERILIZATION PRODUCTS SERVICES, INC.

21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

NORRIS CAGONOT, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

ADVANCED STERILIZATION PRODUCTS
SERVICES, INC., and Does 1 through 50,
inclusive,

Defendants.

Case No.: 22CV008549

Assigned for All Purposes to the
Hon. Frank Roesch, Dept. 17

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

JOINT STIPULATION OF

CLASS ACTION AND PAGA SETTLEMENT AND RELEASE OF CLAIMS

This Joint Stipulation of Class Action and PAGA Settlement and Release of Claims is entered into by Plaintiff, Norris Cagonot, as an individual and on behalf of Class Members and as a representative of the State of California Labor and Workforce Development Agency ("LWDA"), and his counsel, on the one hand, and Defendant, Advanced Sterilization Products Services, Inc., and its counsel, on the other hand.

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.1. Action. "Action" means the civil lawsuit entitled *Norris Cagonot v. Advanced Sterilization Products Services, Inc.*, filed on March 17, 2022, and designated as Case No. 22CV008549.

1.2. Agreement. "Agreement" means this Joint Stipulation of Class Action and PAGA Settlement and Release of Claims, including all attached Exhibits.

1.3. Attorneys' Fees and Costs Award. "Attorneys' Fees and Costs Award" means any attorneys' fees and costs payment, subject to Court approval, from the Maximum Settlement Amount for Class Counsel's attorneys' fees and costs associated with litigation and resolution of the Lawsuit (excluding Settlement Administration Costs which are separately addressed and defined below).

1.4. Class Counsel. "Class Counsel" (or "Plaintiff's Counsel") means the Workman Law Firm.

1.5. Class Member. "Class Member" means any current or former hourly-paid or non-exempt employee who worked for Defendant or its predecessor or merged entities as a Field Service Engineer within the State of California at any time between March 17, 2018, and the date of a Preliminary Approval Order.

1.6. Class Period. "Class Period" means the period between March 17, 2018, and the date of a Preliminary Approval Order.

1 **1.7. Class Representative Incentive Payment.** “Class Representative Incentive
2 Payment” means any payment, subject to Court approval, from the Maximum Settlement Amount
3 to Plaintiff for his efforts and work in prosecuting the Lawsuit.

4 **1.8. Court.** “Court” means the Superior Court of California, County of Alameda, the
5 Honorable Frank Roesch presiding.

6 **1.9. Defendant.** “Defendant” means Advanced Sterilization Products Services, Inc.

7 **1.10. Defendant’s Counsel.** “Defendant’s Counsel” means Seyfarth Shaw LLP. For
8 purposes of providing any notices required under this Agreement, Defendant’s Counsel shall refer
9 to Eric E. Hill and Robin E. Devaux, Seyfarth Shaw LLP, 560 Mission Street, 31st Floor, San
10 Francisco, California 94105.

11 **1.11. Effective Date.** “Effective Date” means the later of 10 days after (a) final approval,
12 if no objection has been made, (b) if an objection has been made, the expiration of the time to
13 appeal, or (c) if a post-judgment motion or appeal has been filed, the time the final judgment
14 entered in connection with a Final Approval Order is no longer appealable and constitutes a “final
15 judgment” for purposes of res judicata.

16 **1.12. Final Approval Order.** “Final Approval Order” means an order by the Court
17 granting final approval of a class action and PAGA settlement resulting in entry of the final
18 judgment.

19 **1.13. Individual PAGA Payment.** “Individual PAGA Payment” means each PAGA
20 Member’s potential payment from the PAGA Penalty Fund.

21 **1.14. Individual Settlement Payment.** “Individual Settlement Payment” means each
22 Class Member’s potential payment from the non-PAGA Penalty Fund portion of the Net
23 Settlement Amount.

24 **1.15. Lawsuit.** “Lawsuit” means the Action, the civil lawsuit *Norris Cagonot v.*
25 *Advanced Sterilization Products Services, Inc.*, filed on or about March 17, 2022, and designated
26 as Alameda County Superior Court Case No. 22CV008549, and all claims alleged therein,
27
28

1 including the claims alleged in the initial and amended complaints and in Plaintiff Cagonot's
2 notice sent to the LWDA on or about March 15, 2022.

3 **1.16. LWDA Payment.** "LWDA Payment" means any payment to the State of
4 California Labor and Workforce Development Agency of 75% of the PAGA Penalty Fund.

5 **1.17. Maximum Settlement Amount.** "Maximum Settlement Amount" means the sum
6 of Four Hundred Fifty Thousand Dollars (\$450,000), which represents the maximum amount
7 payable in this Settlement by Defendant, and includes any Attorneys' Fees and Costs Award, the
8 Class Representative Incentive Payment, the LWDA Payment, Settlement Administration Costs,
9 Individual PAGA Payments, Individual Settlement Payments (including any employee and
10 employer shares of payroll taxes), or any other Court-required payments. The Maximum
11 Settlement Amount includes the employer's share of payroll taxes on the wages portion of the
12 Individual Settlement Payments.

13 **1.18. Net Settlement Amount.** "Net Settlement Amount" means the portion of the
14 Maximum Settlement Amount—after deductions for any Court-approved Attorneys' Fees and
15 Costs Award, the Class Representative Incentive Payment, Settlement Administration Costs, or
16 any other Court-required payments—for allocation to the PAGA Penalty Fund and Individual
17 Settlement Payments.

18 **1.19. PAGA Member.** "PAGA Member" means any Class Member who is or was
19 employed as a non-exempt Field Service Engineer by Defendant or its predecessor or merged
20 entities in the State of California at any time between March 15, 2021, through the date of a
21 Preliminary Approval Order.

22 **1.20. PAGA Penalty Fund.** "PAGA Penalty Fund" means the portion of the Net
23 Settlement Amount allocated to PAGA penalties.

24 **1.21. PAGA Period.** "PAGA Period" means the period between March 15, 2021, and the
25 date of a Preliminary Approval Order.

26 **1.22. Parties.** "Parties" means Plaintiff and Defendant.

27 **1.23. Plaintiff.** "Plaintiff" means Norris Cagonot.
28

1 **1.24. Preliminary Approval Order.** “Preliminary Approval Order” means the order by
2 the Court granting preliminary approval of a class action and PAGA settlement pursuant to this
3 Agreement.

4 **1.25. Released Party.** “Released Party” means any of Defendant’s present and former
5 parents, subsidiaries, affiliates, and joint ventures, and all of Defendant’s shareholders, officers,
6 directors, employees, agents, servants, registered representatives, attorneys, insurers, successors
7 and assigns, and any other persons acting by through, under or in concert with any of them (and
8 including their respective pension, profit sharing, savings, health, and other employee benefit
9 plans of any nature, the successors of such plans, and those plans’ respective current or former
10 trustees and administrators, agents, employees, and fiduciaries).

11 **1.26. Response Deadline.** “Response Deadline” means 45 calendar days after the
12 postmark date of the initial mailing of the Settlement Notice to opt-out of or object to the class
13 action settlement.

14 **1.27. Request for Exclusion.** “Request for Exclusion” means a request by a Class
15 Member to opt-out of the class action settlement.

16 **1.28. Settlement Administrator.** “Settlement Administrator” means the independent
17 third-party mutually agreed on by the Parties, subject to Court approval, to administer the
18 settlement, which includes, but is not limited to, printing, distributing, and tracking Settlement
19 Notices, processing any required tax payments or reporting, providing any required tax forms,
20 calculating and distributing the Attorneys’ Fees and Costs Award, Individual PAGA Payments,
21 Individual Settlement Payments, the Class Representative Incentive Payment, and the LWDA
22 Payment, and providing necessary reports and declarations, as requested by Class Counsel and/or
23 Defendant’s Counsel.

24 **1.29. Settlement Administration Costs.** “Settlement Administration Costs” means any
25 payment, subject to Court approval, payable from the Maximum Settlement Amount to the
26 Settlement Administrator for administering the settlement.
27
28

1 **1.30. Settlement Class Member.** “Settlement Class Member” means any and all Class
2 Members who do not exclude themselves from the class action settlement by complying with the
3 procedures set forth in the Settlement Notice to opt-out of the class action settlement.

4 **1.31. Settlement Notice.** “Settlement Notice” means the Notice of Class Action and
5 PAGA Settlement, substantially in the form attached as Exhibit A.

6 **2. RECITALS**

7 **2.1. Initiation of Lawsuit.** On or about March 17, 2022, Plaintiff Norris Cagonot filed
8 a putative class action complaint initiating the Lawsuit, in which he sought to represent a putative
9 class of all other “Field Service Engineers who worked for Defendant in California for the four
10 years preceding the filing of the original complaint.” The March 17, 2022 complaint alleged class
11 action claims for (i) unpaid overtime, (ii) unpaid regular wages; (iii) inaccurate wage statements,
12 (iv) failure to provide rest and meal periods; (v) failure to pay all wages due upon termination, (vi)
13 failure to pay wages during employment, and (vii) unfair business practices based on the
14 aforementioned alleged Labor Code violations. On March 15, 2022, Plaintiff sent notice to the
15 LWDA regarding the aforementioned alleged Labor Code violations. On May 27, 2022, Plaintiff
16 filed a First Amended Complaint which added a separate cause of action under the Labor Code
17 Private Attorneys General Act of 2004 (“PAGA”) seeking additional penalties for the alleged
18 Labor Code violations.

19 **2.2. Litigation.** The Parties have been litigating this matter since March 2022. The
20 parties participated in discovery and early mediation to reach a resolution of Plaintiff’s claims.

21 **2.3. Mediation and Settlement.** On December 13, 2022, the Parties participated in a
22 mediation with Jeffrey D. Wohl, an experienced mediator knowledgeable about both the wage and
23 hour laws and class action and representative procedures at issue in the Lawsuit. After the
24 mediation, both Parties accepted a mediator’s proposal on January 6, 2023, to resolve all claims
25 that were or could have been alleged based on the allegations in the Lawsuit. The terms of the
26 class-wide settlement as memorialized in this Agreement were negotiated in light of all known
27 facts and circumstances—including the difficulty of proving Plaintiff’s claims, potential defenses
28

1 asserted by Defendant, the uncertainty associated with litigation, the risks of significant delay, and
2 numerous potential appellate issues—and were reached after extensive arm’s-length negotiations,
3 with the continued assistance of the mediator.

4 **2.4. Defendant’s Denials.** Defendant denied and continues to deny (i) all of the
5 allegations by Plaintiff in the Lawsuit, (ii) that it violated any applicable laws, (iii) that it would be
6 liable or owes damages, penalties, or any other type of remedies to anyone with respect to the
7 alleged facts or claims asserted in the Lawsuit, and (iv) that class certification or representative
8 treatment of the Action or any alleged claims would be proper.

9 **2.5. No Admission of Liability.** Although Defendant denied and continues to deny all
10 of the allegations made by Plaintiff in the Lawsuit, Defendant—without admitting or conceding
11 any liability or wrongdoing whatsoever and without admitting or conceding that class certification
12 or representative treatment would be appropriate for any purpose other than settlement purposes
13 alone—has agreed to settle the Lawsuit on the terms and conditions set forth in this Agreement for
14 the sole purpose of avoiding the burden, expense, and uncertainty of continuing the Lawsuit.

15 **2.6. Class Counsel’s Evaluation.** Based on Class Counsel’s ongoing investigation and
16 evaluation over the course of the litigation, Class Counsel is of the opinion that the terms set forth
17 in this Agreement are fair, reasonable, adequate, and in the best interests of Class Members and
18 the State of California.

19 **2.7. Certification of Settlement Class Only and Intention of Parties.** For purposes of
20 settling this action only, the Parties conditionally have agreed that the requirements for
21 establishing class certification have been met with respect to the Settlement Class Members. If the
22 Court does not grant either preliminary or final approval of the settlement, the fact that the Parties
23 were willing to stipulate to class certification for the Settlement Class for the purposes of this
24 Agreement shall not have any bearing on, or be admissible in connection with, the issue of
25 whether any class should be certified, or representative treatment is appropriate, in a non-
26 settlement context. Defendant does not waive, and instead expressly reserves, any and all rights to
27
28

1 challenge the propriety of class certification or representative treatment for any other purpose
2 should the Court not approve this Agreement or issue a Final Approval Order.

3 **2.8. Requirement of Court Approval.** This Agreement is conditioned upon approval
4 by the Alameda County Superior Court. The Parties agree that, in the event that Court approval is
5 denied, this Agreement shall be null and void, but that the Parties agree to work together, in good
6 faith, to do everything necessary to obtain approval of the settlement and to cure any minor or
7 procedural issues that may have caused the Court initially to deny approval of the Agreement.

8 **2.9. Agreement to Cooperate.** The Parties agree to cooperate and take all steps
9 necessary and appropriate to effectuate all aspects of this Agreement and to obtain a Preliminary
10 Approval Order and Final Approval Order.

11 **3. NOTICE TO CLASS MEMBERS**

12 **3.1. Settlement Administrator.** Plaintiff shall request that the Court appoint ILYM
13 Group, Inc. ("ILYM") as Settlement Administrator for purposes of sending the Settlement Notice
14 to Class Members. The Parties agree that Settlement Administration Costs should not exceed
15 \$5,000, and ILYM has agreed to cap the Settlement Administration Costs at, \$5,000. All disputes
16 relating to the Settlement Administrator's performance of its duties, after good-faith efforts by the
17 Parties to first resolve such disputes, will be referred to the Court, if necessary, which will have
18 continuing jurisdiction over this Agreement until all payments and obligations contemplated by
19 this Agreement have been fully completed to Class Counsel and Defendant's Counsel's
20 satisfaction. Except as otherwise provided herein, if the Court does not enter a Final Approval
21 Order, Class Counsel and Defendant shall each pay one-half of any Settlement Administration
22 Costs incurred.

23 **3.2. Settlement Data.** Within 15 business days of a Preliminary Approval Order, the
24 Settlement Administrator shall execute a confidentiality agreement and then Defendant shall
25 provide to the Settlement Administrator each Class Member's most current, known mailing
26 address, as well as the number of work weeks each Class Member worked as a Field Service
27 Engineer in California, through the date of a Preliminary Approval Order as a Class Member
28

1 during the Class Period since March 17, 2018, and as a PAGA Member during the PAGA Period
2 since March 15, 2021. For purposes of calculating the number of workweeks for any Class
3 Member, “workweek” shall be defined as any week in which a Class Member worked as a Field
4 Service Engineer in California, based on Defendant’s time and pay records. The Settlement
5 Administrator shall keep data provided by Defendant strictly confidential, shall not share it with
6 Class Counsel, shall use it only for the purposes described herein, and shall return it to Defendant
7 or confirm its destruction upon completion of the Settlement Administrator’s duties in
8 administering the settlement.

9 **3.3. Settlement Notice.** Within 15 business days of receipt of the Class Member data,
10 the Settlement Administrator shall send the Settlement Notice to each Class Member via First
11 Class U.S. Mail, using the most current, known mailing address for each Class Member, based on
12 the data provided by Defendant. Any Settlement Notice returned to the Settlement Administrator
13 as undeliverable shall be sent promptly via First Class U.S. Mail to the forwarding address affixed
14 thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt
15 to determine the correct address using a single skip-trace search and shall then promptly send a
16 single re-mailing. The mailing of the Settlement Notice shall be the sole means of notice to Class
17 Members.

18 **3.4. Proof of Mailing.** At least 5 calendar days prior to a hearing on a motion for a
19 Final Approval Order, the Settlement Administrator shall provide Class Counsel and Defendant’s
20 Counsel—and Class Counsel shall provide the Court—a declaration by the Settlement
21 Administrator of due diligence and proof of mailing with regard to mailing of the Settlement
22 Notice.

23 **3.5. Weekly Status Reports.** The Settlement Administrator shall provide a weekly
24 status report to the Parties. As part of its weekly status report, the Settlement Administrator will
25 inform Class Counsel and Defendant’s Counsel of the number of Notices mailed and emailed (if
26 applicable), the number of Notices returned as undeliverable, the number of Notices re-mailed,
27 and the number of requests for exclusion or objections received.
28

1 **4. CLASS MEMBERS' RESPONSE OPTIONS**

2 **4.1. Consideration Period.** Except as specifically provided herein, Class Members
3 shall be provided 45 calendar days after the postmark date of the initial mailing of the Settlement
4 Notice to opt-out of or to object to the class action settlement ("Response Deadline"). The Parties
5 shall do nothing to encourage or solicit Class Members to opt-out of or object to the class action
6 settlement.

7 **4.2. Opt-Out and Objection Rights and Procedures.** Class Members must comply
8 with the procedures set forth in the Settlement Notice to opt-out of or object to the class action
9 settlement. Class Members may opt-out of the class action settlement by mailing to the Settlement
10 Administrator a Request for Exclusion, which expresses their desire to be excluded from the
11 Settlement Class, by the Response Deadline. Settlement Class Members shall also be given the
12 opportunity to object to the terms of the class action settlement. Class Members who fail to make
13 objections in the manner specified in the Settlement Notice shall be deemed to have waived any
14 objections and shall be foreclosed from making any objection, whether by appeal or otherwise, to
15 the settlement. Any Request for Exclusion or objection must include a Class Member's name (and
16 former names, if any), current address, and current telephone number. Any Request for Exclusion
17 or objection that does not include all required information shall be deemed null, void, and
18 ineffective. No opt-out or objection postmarked more than 45 calendar days after the initial
19 mailing of the Settlement Notice shall be considered. Class Members shall not have any right to
20 opt-out of the PAGA settlement.

21 **4.2.1. Opt-Out Effect.** Class Members who opt out of the settlement pursuant to
22 the terms of this Agreement shall not be permitted to object to the settlement or appeal and, except
23 as otherwise provided herein, shall not be eligible to receive any Individual Settlement Payments
24 from the Net Settlement Amount. Except with respect to the PAGA settlement, Class Members
25 who opt-out also shall not be bound by the release provisions in this Agreement or a Final
26 Approval Order. Each Class Member who does not opt-out of the settlement shall be subject to
27 being bound by the applicable release provisions in a Final Approval Order.
28

1 **4.2.2. Objection Effect.** Class Members who submit an objection shall be subject
2 to being bound by the release provisions in a Final Approval Order. Class Members who submit
3 an objection pursuant to the procedures set forth in the Settlement Notice may appear at the
4 hearing on a motion for a Final Approval Order, either in person or through counsel, but must state
5 their intention to do so at the time they submit their written objection. Class Members may
6 withdraw their objections at any time. If a Class Member submits both a Request for Exclusion
7 and an objection, the Class Member's objection shall be valid and shall be deemed to invalidate
8 the Request for Exclusion.

9 **4.3. Class Member Disputes.** If a Class Member disputes the number of workweeks
10 used as the basis for the calculation of his/her Individual Settlement Payment, the Class Member
11 must provide notice, in writing, to the Settlement Administrator before the Response Deadline.
12 Any such challenge shall include the reasons supporting the challenge, as well as any
13 documentation supporting his or her contention that the Individual Settlement Payment calculation
14 is incorrect. If a Settlement Class Member seeks to dispute the calculation of his or her
15 workweeks, the Settlement Administrator shall have the initial responsibility for resolving such
16 dispute. In resolving such dispute, Defendant's employment records shall be presumed to be
17 accurate and correct and shall be final and binding, unless the information submitted by the
18 Settlement Class Member proves otherwise. In the event the Settlement Administrator cannot
19 resolve a dispute based on a review of the available information, the Settlement Administrator
20 shall request a conference call between the Settlement Administrator, Class Counsel, and
21 Defendant's Counsel to discuss and resolve the dispute. After such call, subject to Court approval,
22 the Settlement Administrator shall resolve the dispute, and such resolution shall be final and
23 binding on the Settlement Class Member. If the Individual Settlement Payment calculation is
24 adjusted following a challenge, then the Settlement Administrator shall notify the Class Member
25 of the adjustment.
26

27 **4.4. Proof of Class Members' Responses.** By not later than 45 calendar days after the
28 initial mailing of the Settlement Notice, the Settlement Administrator will prepare and submit a

1 declaration attesting to (by number of relevant individuals), its mailing of the Settlement Notice,
2 its inability to deliver the Settlement Notice due to invalid addresses, and its receipt of valid
3 Requests for Exclusion and objections. Prior to the hearing on the motion for a Final Approval
4 Order, the Settlement Administrator shall prepare any supplemental declarations regarding the
5 administration of the settlement, as requested by the Parties. Class Counsel shall file any valid
6 objections with the Court. Upon completion of administration of the settlement, the Settlement
7 Administrator shall provide written certification of such completion to Class Counsel and
8 Defendant's Counsel.

9 **4.5. Defendant's Right to Withdraw.** Defendant shall have the right, at its sole option,
10 to withdraw from and nullify this Agreement within 15 business days after the Response Deadline,
11 if more than 5% or more of the Class Members opt-out. If Defendant exercises the right to
12 withdraw from this Agreement, then Defendant shall pay the Settlement Administrator's expenses
13 up to the date this Agreement is nullified.

14 **5. SETTLEMENT PROCEEDS**

15 **5.1. Settlement Payment.** Defendant agrees to pay a Maximum Settlement Amount of
16 \$450,000. The Maximum Settlement Amount is inclusive of any Attorneys' Fees and Costs
17 Award, the Class Representative Incentive Payment, the LWDA Payment, Settlement
18 Administration Costs, Individual PAGA Payments, Individual Settlement Payments (including any
19 employee and employer shares of payroll taxes), or any other Court-required payments that
20 Defendant may be required to pay in connection with the Final Approval Order. After deduction of
21 any Court-approved Attorneys' Fees and Costs Award, the Class Representative Incentive
22 Payment, and Settlement Administration Costs, a Net Settlement Amount shall remain for the
23 PAGA Penalty Fund and Individual Settlement Payments (including any employee and employer
24 shares of payroll taxes). The Maximum Settlement Amount is all-in with no reversion to
25 Defendant.
26

27 **5.2. Individual Settlement Payments.** Each Settlement Class Member's Individual
28 Settlement Payment will be apportioned as follows: 30% wages, 30% interest, and 40% penalties.

1 The amounts paid as wages shall be subject to all tax withholdings customarily made from an
2 employee's wages and all other authorized and required withholdings and shall be reported by W-
3 2 forms. The amounts paid as penalties and interest shall be reported by IRS 1099 forms.

4 Individual Settlement Payments shall be calculated as follows:

5 **5.2.1. Calculation of Individual Settlement Payments.** Based on the data
6 provided by Defendant, the Settlement Administrator will determine the total number of
7 workweeks worked by all Class Members during the Class Period. The portion of the Net
8 Settlement Amount available for allocation to Individual Settlement Payments shall be divided by
9 the total number of Class Member workweeks to determine a value per Class Member workweek.
10 Each Settlement Class Member will be entitled to the value per Class Member workweek for each
11 workweek he or she worked during the Class Period (rounded up to a whole number of
12 workweeks).

13 **5.3. Timing of Funding and Payments.** Within 15 business days following the
14 Effective Date, Defendant shall deposit with the Settlement Administrator all payments to be
15 distributed pursuant to this Agreement and a Final Approval Order. The deposit shall be held in an
16 interest-bearing account. Within 20 business days of the Effective Date, the Settlement
17 Administrator will calculate and distribute the amounts to be paid pursuant to a Final Approval
18 Order.

19 **5.4. Other Requested Allocations and Distributions.** The Court's approvals of the
20 requested Attorneys' Fees and Costs Award, the Class Representative Incentive Payment, the
21 PAGA Penalty Fund, and Settlement Administration Costs are not material terms of this
22 Agreement. If the Court denies the requested Attorneys' Fees and Costs Award, the Class
23 Representative Incentive Payment, and/or Settlement Administration Costs, the other terms of this
24 Agreement shall apply. If the Court requires different amounts than requested for the Attorneys'
25 Fees and Costs Award, the Class Representative Incentive Payment, the PAGA Penalty Fund,
26 and/or Settlement Administration Costs, the other terms of this Agreement shall apply.
27
28

1 **5.4.1. Attorneys' Fees and Costs.** Class Counsel intends to request—and
2 Defendant agrees not to oppose—that the Court approve an Attorneys' Fees and Costs Award in
3 the amount of up to 33% of the Maximum Settlement Amount (or \$148,500.00), plus reasonable
4 costs not to exceed \$20,000. Except as provided in this Agreement, Defendant shall have no
5 liability for any attorneys' fees or costs in connection with the Lawsuit. Plaintiff, Class Counsel,
6 and Class Members waive any additional claim for attorneys' fees and costs incurred in
7 connection with the Lawsuit or claims settled in the Final Approval Order.

8 **5.4.2. Class Representative Incentive Payment.** Class Counsel intends to
9 request—and Defendant agrees not to oppose—that the Court approve a Class Representative
10 Incentive Payment of up to \$10,000 to named Plaintiff, Norris Cagonot. Any Court-approved
11 Class Representative Incentive Payment would be supplemental to Plaintiff's Individual
12 Settlement Payment and Individual PAGA Payment. The Class Representative will be issued an
13 IRS Form 1099 for the Incentive Payment. The Class Representative's right to receive an
14 Incentive Payment is contingent on his acceptance of the release and other terms and conditions
15 below. The Class Representative agrees that he shall not opt out or request exclusion from the
16 settlement.

17 **5.4.3. PAGA Penalty Fund.** Class Counsel intends to request—and Defendant
18 agrees not to oppose—that the Court approve allocation of \$20,000 to a PAGA Penalty Fund. The
19 Court-approved PAGA Penalty Fund is to be distributed pursuant to statute with 75% of the
20 PAGA Penalty Fund payable as an LWDA Payment. The remaining 25% of the PAGA Penalty
21 Fund is to be distributed to PAGA Members as Individual PAGA Payments, based on the pro rata
22 number of workweeks that individual PAGA Members worked during the PAGA Period from
23 March 15, 2021, through the date of a Preliminary Approval Order.

24 **5.4.4. Settlement Administration Costs.** Class Counsel intends to request—and
25 Defendant agrees not to oppose—that the Court approve Settlement Administration Costs of up to
26 \$5,000. The Parties agree to cooperate in the settlement administration process and to make all
27 reasonable efforts to minimize Settlement Administration Costs.
28

1 **5.5. Undeliverable or Uncashed Checks.** All uncashed or undeliverable settlement
2 checks will expire after 180 days from initial mailing. The sum value of all expired checks will be
3 tallied by the Settlement Administrator. 180 days after the postmarked date of the initial mailing,
4 the Settlement Administrator will direct the principal for any Individual Settlement Payments that
5 remain undeliverable or otherwise uncashed to be distributed to Bay Area Legal Aid, a *cy pres*
6 beneficiary, consistent with Code of Civil Procedure section 384 and the Final Approval Order.

7 **5.6. No Tax Advice or Liability.** Except as otherwise stated, all payments will be
8 subject to IRS Form 1099 reporting. The Settlement Administrator shall issue any necessary IRS
9 Form 1099 or W-2 reporting and administration. The Parties have had an opportunity to consult
10 with independent tax counsel. The Parties are not giving any tax advice in connection with the
11 settlement or any payments to be made pursuant to this Agreement. The Parties do not intend
12 anything contained in this Agreement to constitute legal advice regarding the taxability of any
13 amount paid hereunder, nor shall anything in this Agreement be relied upon as such. The
14 Settlement Notice shall advise that Class Members shall be solely and legally responsible for
15 paying all other applicable taxes on their respective Individual Settlement Payments and
16 Individual PAGA Payments and shall indemnify and hold harmless the Parties from any claim or
17 liability for taxes, penalties, or interest arising as a result of the payments.

18 **5.7. No ERISA Impact.** None of the payments made pursuant to this Agreement shall
19 be considered for purposes of determining eligibility for, vesting or participation in, or
20 contributions to any benefit plan, including, without limitation, all plans subject to the Employee
21 Retirement and Income Security Act of 1974 (“ERISA”). Payments shall not be considered as a
22 payment of wages or compensation under the terms of any applicable benefit plan and shall not
23 affect participation in, eligibility for, vesting in, the amount of any past or future contribution to,
24 or level of benefits under any applicable benefit plan. Any amounts paid will not impact or modify
25 any previously credited hours of service or compensation taken into account under any benefit
26 plan sponsored or contributed to by Defendant or any jointly-trusted benefit plan. For purposes of
27 this Agreement, “benefit plan” means each and every “employee benefit plan” as defined in 29
28

1 U.S.C. § 1002(3), and, even if not thereby included, any bonus, pension, stock option, stock
2 purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance,
3 hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan,
4 practice, program, or policy.

5 **5.8. Escalation Clause.** Plaintiff is entering into this Settlement with the understanding
6 that, based on the data provided by Defendant, the total number of weeks worked by the Class
7 between March 17, 2018 and December 13, 2022, should be approximately 2,815. In the event it is
8 determined that the number of workweeks worked by the Class during the Class Period exceeds
9 3,000, the parties' estimate of the number of workweeks worked by the Class through preliminary
10 approval, by more than 10% (i.e., exceeds 3,300 workweeks), the Maximum Settlement Amount
11 shall be increased by the same number of percentage points above 10% by which the number of
12 weeks worked exceeds 10%. For example, if the number of weeks worked is determined to be
13 12% higher than 3,000, the Maximum Settlement Amount shall be increased by 2%.

14 **6. RELEASES**

15 **6.1. Class Member Acknowledgment.** Class Members acknowledge that they may
16 hereafter discover facts or law different from, or in addition to, the facts or law they know or
17 believe to exist with respect to a released claim. Settlement Class Members nonetheless
18 acknowledge that this Agreement and its releases shall be and shall remain effective in all respects
19 notwithstanding such different or additional facts or law regarding such released claims. This
20 Agreement is conditioned upon covenants by Settlement Class Members that they will not
21 participate in any proceeding involving the released claims set forth below and that Defendant
22 shall not owe any further monies to Settlement Class Members or to the State of California based
23 upon the released claims set forth below.

24 **6.2. Settlement Class Member Release and PAGA Release and Estoppel.** By
25 operation of the Final Approval Order, and except as to such rights or claims as may be created by
26 this Agreement, all Settlement Class Members shall release Defendant, and each Released Party,
27 from any and all claims and causes of action that were alleged in the complaints filed in the
28

1 Lawsuit or the notice letter to the LWDA, or that reasonably could have been alleged in the
2 Lawsuit or that are based on the facts alleged in the Lawsuit, including, but not limited to, any
3 claims for alleged unpaid wages or overtime, failure to pay overtime at the proper rate, untimely
4 payment of wages, failure to provide accurate, itemized wage statements, failure to provide meal
5 and rest periods, failure to pay meal or rest period premiums, failure to pay meal or rest period
6 premiums at the proper rate, failure to pay wages due upon termination, failure to pay wages
7 during employment, violations of the applicable Wage Order or Labor Code sections, including
8 sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1194, and related PAGA claims,
9 whether asserted under Business and Professions Code section 17200 *et seq.*, Labor Code section
10 2698 *et seq.*, or otherwise, including claims for restitution and other equitable relief, liquidated
11 damages, punitive damages, or penalties, and any other benefit claimed on account of the
12 allegations asserted or that could have been asserted in the complaints in the Lawsuit. This release
13 shall apply to all released claims arising at any point prior to preliminary approval of the
14 settlement. Upon final approval, all Settlement Class Members who have not submitted a timely
15 and valid Request for Exclusion shall be deemed to have, and by operation of final judgment shall
16 have, fully, finally, and forever settled and released any and all of the released claims, whether
17 known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or
18 heretofore have existed, without regard to the subsequent discovery or existence of such different
19 or additional facts. These releases do not include any claims that cannot be waived as a matter of
20 law, though Settlement Class Members acknowledge and agree that they will not accept any
21 monetary recovery from any proceedings relating to any such claims.

22
23 Upon the Court's entry of the Final Approval Order, Plaintiff, the State of California with
24 respect to the PAGA Members, and all PAGA Members, will be deemed to fully, finally, and
25 forever release Defendant and the Released Parties from any and all released PAGA claims
26 alleged in the complaints filed in the Lawsuit or the notice letter to the LWDA, or that reasonably
27 could have been alleged based on the facts alleged in the Lawsuit or notice letter. The Parties
28

1 acknowledge and agree that collateral estoppel separately bars PAGA Members from any
2 proceedings relating to any such PAGA claims.

3 **6.3. Additional Release by Plaintiff.** In addition to the above release applicable to
4 Plaintiff as a Settlement Class Member, Plaintiff also generally releases all claims, known or
5 unknown, in favor of each Released Party, including a waiver of Civil Code section 1542. Plaintiff
6 expressly waives all rights provided by Civil Code section 1542 or other similar statutes that
7 Plaintiff may have against each Released Party. Civil Code section 1542 states:

8 **A general release does not extend to claims that the creditor or releasing party**
9 **does not know or suspect to exist in his or her favor at the time of executing**
10 **the release and that, if known by him or her, would have materially affected**
11 **his or her settlement with the debtor or released party.**

12 Plaintiff acknowledges that he has read the entirety of this Agreement, including the above
13 language from Civil Code section 1542, and that he fully understands both. By executing this
14 Agreement, Plaintiff expressly waives any benefits and rights granted pursuant to Civil Code
15 section 1542 or any statute, rule, or principle of common law or equity, in any jurisdiction, that is
16 similar, comparable, or equivalent, in whole or in part, to Civil Code section 1542. Plaintiff
17 acknowledges and agrees that this knowing and voluntary waiver is an essential and material term
18 of this Agreement, and this Agreement would not have been entered into without such a waiver.

19 **6.4 Interim Stay of Proceedings.** The Parties agree to refrain from further litigation of
20 the Lawsuit, except such proceedings necessary to implement and obtain the Final Approval
21 Order. The Parties agree to request that the Preliminary Approval Order enjoin Class Members
22 from initiating or prosecuting any proceeding on any claim to be released under this Agreement,
23 unless and until the Class Member has opted out of the settlement in the manner described herein.
24 This settlement is conditioned upon the releases described herein, and upon covenants by
25 Settlement Class Members that they will not participate in any actions, lawsuits, proceedings,
26 complaints, or charges brought individually or by any other agency, persons, or entity in any court
27 or before any administrative body related to the released claims, nor will Settlement Class
28

1 Members contest or interfere with efforts by Defendant or a Released Party to oppose any attempt
2 to bring such released claims against Defendant or a Released Party.

3 **6.5 Non-Admission of Liability.** By entering into this Agreement, Defendant in no
4 way admits any violation of law or any liability whatsoever to Plaintiff or Class Members,
5 individually or collectively, and expressly denies all such liability. Neither this Agreement nor any
6 other aspect of the settlement shall be offered in any case or proceeding as evidence of any
7 admission by Defendant of any liability on any claim or allegation. Likewise, by entering into this
8 Agreement, Defendant in no way admits to the suitability of this case for class action or
9 representative litigation, other than for purposes of settlement. Rather, Defendant enters into this
10 Agreement to avoid further protracted litigation and to resolve and settle all disputes with Plaintiff
11 and Class Members. The Parties understand and agree that this Agreement and all exhibits hereto
12 are settlement documents and shall be inadmissible for any purpose in any proceeding, except an
13 action or proceeding to approve, interpret, or enforce the terms of this Agreement. The Parties
14 agree that, to the extent permitted by law, this Agreement may be pleaded as a full and complete
15 defense to, and may be used as the basis for an injunction against any action, suit, or other
16 proceeding that may be instituted, prosecuted or attempted in breach of this Agreement.

17 **7. COURT APPROVAL**

18 **7.1. Preliminary Approval.** Plaintiff shall submit to the Court a motion for a
19 Preliminary Approval Order, which will, among other things: (i) preliminarily approve the
20 proposed settlement according to the terms in this Agreement, (ii) provide for the Settlement
21 Notice to be sent to Class Members, and (iii) schedule a final approval and fairness hearing. The
22 motion shall be unopposed by Defendant unless it seeks relief not specified by this Agreement. In
23 such event, Defendant reserves its rights to address any assertions that are not contained in this
24 Agreement. Class Counsel shall be responsible for drafting and filing the Motion for Preliminary
25 Approval, and agrees to submit a draft of the Motion to Counsel for Defendant for review and
26 input prior to filing.
27
28

1 **7.2. Final Approval.** Not later than 16 court days before the date set by the Court for a
2 final approval and fairness hearing, or such other time as the Court may require, Class Counsel
3 shall submit to the Court a motion for a Final Approval Order, which shall include findings and
4 orders: (i) approving the settlement, (ii) adjudging the terms to be fair, reasonable, and adequate,
5 (iii) reciting the release terms, (iv) directing that the settlement's terms and provisions be carried
6 out; (v) entering judgment in accordance with this Agreement and without further fees or costs to
7 any party except as expressly set forth in this Agreement, and (vi) retaining jurisdiction to oversee
8 administration and enforcement of the terms of this Agreement and the Court's orders. Class
9 Counsel shall be responsible for drafting and filing the Motion for Final Approval, and agrees to
10 submit a draft of the Motion to Counsel for Defendant for review and input prior to filing.

11 **7.3. Effect of Failure to Obtain Final Approval Order.** In the event the Court effects
12 a material change or fails to enter final judgment in accordance with this Agreement, or such final
13 judgment is reversed or otherwise does not become a "final judgment" for purposes of res judicata,
14 then this entire Agreement will be voidable and unenforceable, subject to the Parties' agreement to
15 the contrary, and the costs of administration shall be split equally between the Parties. If the
16 settlement is not finally approved, the Parties agree that they will revert to their positions in the
17 Action prior to the time the settlement was reached. The Action shall proceed as if no settlement
18 has been attempted, unless the Parties jointly agree to seek reconsideration or appellate review of
19 the ruling or seek Court approval of a renegotiated settlement. Defendant retains the right to
20 contest whether any aspect of the Action can be maintained as a class or representative action or to
21 contest the merits of the claims being asserted by Plaintiff in the Action.

22 **7.4. Waiver of Appeal Rights.** By agreeing to this Agreement, Plaintiff and Class
23 Counsel hereby waive any and all rights they may have to appeal any judgment, ruling, or order
24 made by the Court in this Action, including, without limitation, any Final Approval Order.

25 **8. MISCELLANEOUS**

26 **8.1. Parties' Authority.** The signatories hereto represent that they are fully authorized
27 to enter into this Agreement and are fully authorized to bind the Parties to all terms stated herein.
28

1 It is agreed that Class Members are so numerous that it is impossible or impractical to have each
2 Class Member execute this Agreement. It is agreed that this Agreement may be executed on behalf
3 of Class Members by Plaintiff and Class Counsel, and shall have the same force and effect as if
4 executed by each Class Member.

5 **8.2. Entire Agreement.** This Agreement, which includes the Definitions, Recitals, and
6 all Exhibits attached hereto, constitutes the entire agreement between the Parties with regard to the
7 subject matter contained herein, and all prior and contemporaneous negotiations and
8 understandings between the Parties shall be deemed merged into this Agreement.

9 **8.2.1. Materiality of Terms.** The Parties have arrived at this Agreement as a
10 result of arm's-length negotiations. Except as otherwise stated herein, all terms and conditions of
11 this Agreement are material to this Agreement and have been relied upon by the Parties in entering
12 into this Agreement.

13 **8.2.2. Counterparts and Execution.** This Agreement may be executed by signing
14 on the designated signature block and transmitting that signature page via facsimile or as an
15 attachment to an e-mail to counsel for the other party. Any signature made and transmitted by
16 facsimile or as an attachment to an e-mail for the purpose of executing this Agreement shall be
17 deemed an original signature for purposes of this Agreement and shall be binding upon the party
18 who transmits the signature page. This Agreement may be executed in counterparts, and when all
19 signatories have executed at least one such counterpart, each counterpart shall be deemed an
20 original, and when taken together with other signed counterparts, shall constitute one signed
21 Agreement, which shall be binding upon and effective as to all Parties.

22 **8.2.3. Binding Effect.** This Agreement shall be binding upon the Parties and, with
23 respect to Plaintiff and Class Members, their spouses, children, representatives, heirs,
24 administrators, executors, beneficiaries, conservators, attorneys, and assigns.

25 **8.2.4. Waivers or Modifications to Be in Writing.** No waiver, modification, or
26 amendment of the terms of this Agreement, whether purportedly made before or after the Court's
27 preliminary approval of this Agreement, shall be valid or binding unless in writing, signed by or
28

1 on behalf of all Parties, and then only to the extent set forth in such written waiver, modification,
2 or amendment, subject to any required Court approval. Any failure by any party to insist upon the
3 strict performance by the other party of any of the provisions of this Agreement shall not be
4 deemed a waiver of future performance of the same provisions or of any of the other provisions of
5 this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to
6 insist upon the specific performance of any and all of the provisions of this Agreement. The time
7 periods and dates provided in this Agreement with respect to giving of notices and hearings are
8 subject to Court approval and modification by the Court or by written stipulation of Class Counsel
9 and Defendant's Counsel.

10 **8.3. Construction.** The determination of the terms and conditions of this Agreement
11 has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this
12 Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not
13 be, construed against any party by virtue of draftsmanship.

14 **8.3.1. Exhibits Incorporated by Reference.** The terms of this Agreement include
15 the terms set forth in any attached Exhibit, which are incorporated by this reference as though
16 fully set forth herein. Any Exhibit to this Agreement is an integral part of the settlement.

17 **8.3.2. Captions.** The captions or headings of the sections and paragraphs of this
18 Agreement have been inserted for convenience of reference only and shall have no effect upon the
19 construction or interpretation of any part of this Agreement.

20 **8.3.3. Invalidity of Any Provision.** Before declaring any provision of this
21 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest
22 extent possible, consistent with applicable precedents so as to render all provisions of this
23 Agreement valid and enforceable.

24 **8.4. Further Acts and Cooperation Between the Parties.** The Parties shall cooperate
25 fully with each other and shall use their best efforts to obtain the Court's approval of this
26 Agreement and all of its terms. Each of the Parties, upon the request of another, agrees to perform
27 such further acts and to execute and deliver such other documents as are reasonably necessary to
28

1 carry out the provisions of this Agreement. All papers to be filed with the Court by Class Counsel
2 in connection with this Agreement shall be submitted to the other Party at least four business days
3 prior to filing, for review and input.

4 **8.5. No Prior Assignments or Undisclosed Liens.** Plaintiff and Class Counsel
5 represent and warrant that they have not assigned, transferred, conveyed, or otherwise disposed of,
6 or purported to assign, transfer, convey, or otherwise dispose of any released claims or the
7 Attorneys' Fees and Costs Award to be paid pursuant to this Agreement. Plaintiff and Class
8 Counsel further represent and warrant that there are not any liens or claims against any of the
9 amounts to be paid by Defendant pursuant to this Agreement. Plaintiff and Class Counsel agree to
10 defend, indemnify, and hold Defendant harmless from any liability, losses, claims, damages, costs,
11 or expenses, including reasonable attorneys' fees, resulting from a breach of these representations
12 or from any lien or assignment.

13 **8.6. No Undue Publicity.** Plaintiff and Plaintiff's Counsel represent that they have not
14 and will not issue any press, publications, or other media releases about the Settlement (including,
15 but not necessarily limited to advertising or marketing materials or on social media) or have any
16 communication with the press, media or anyone else regarding the Settlement, other than to state
17 that the matter was amicably settled and/or refer them to the papers filed with the Court. Neither
18 Plaintiff nor Class Counsel shall cause to be publicized, directly or indirectly, any discussion
19 resulting in or the existence of this Agreement or its terms in any type of mass media, including,
20 but not limited to, speeches, press conferences, press releases, interviews, television or radio
21 broadcasts, newspapers, or website postings and/or messages on the Internet, Facebook, Twitter or
22 any other social media. Plaintiff and Class Counsel also will not post any information about the
23 Settlement on social media or its firm's websites. Breach of this provision shall entitle Defendant,
24 in the exercise of its sole discretion, to nullify this Agreement at any time before the Effective
25 Date. Without limitation by the foregoing, Defendant also may enforce this provision through an
26 action for injunctive relief. Plaintiff waives any obligation by Defendant to file a bond in
27 connection with any such action. This provision does not apply to any publications ordered by the
28

1 Court or approved by Defendant. Notwithstanding the foregoing, Class Counsel shall be permitted
2 to reference this case in declarations submitted to courts in support of their competency as class
3 counsel.

4 **8.7. Continuing Jurisdiction.** The Court shall retain jurisdiction over the
5 implementation of this Agreement as well as any and all matters arising out of, or related to, the
6 implementation of this Agreement and of the settlement contemplated thereby. The Court shall not
7 have jurisdiction to modify the material terms of this Agreement.

8 **8.8. Disputes.** If the Parties have a dispute with regard to the language of this
9 Agreement, they agree to engage mediator Jeffrey D. Wohl to mediate any such dispute. The
10 Parties will split the costs of the mediator, and the Parties will bear their own fees and costs.

11 **8.9. Governing Law.** All terms of this Agreement shall be governed by and interpreted
12 according to the laws of the State of California.
13

14 **PLAINTIFF**

15 Dated: 02 / 06 / 2023
16

Norris Cagonot

Norris Cagonot

17 **COUNSEL FOR PLAINTIFF AND CLASS**

18 Dated: 02/06/2023
19



Robin G. Workman
Workman Law Firm, PC

20
21 **DEFENDANT**

22 Dated: _____
23

Pat Murphy, President and CEO
Advanced Healthcare Solutions, on behalf of
Advanced Sterilization Products Services,
Inc.

24
25
26 **COUNSEL FOR DEFENDANT**

27 Dated: _____
28

Eric E. Hill

1 Court or approved by Defendant. Notwithstanding the foregoing, Class Counsel shall be permitted
 2 to reference this case in declarations submitted to courts in support of their competency as class
 3 counsel.

4 **8.7. Continuing Jurisdiction.** The Court shall retain jurisdiction over the
 5 implementation of this Agreement as well as any and all matters arising out of, or related to, the
 6 implementation of this Agreement and of the settlement contemplated thereby. The Court shall not
 7 have jurisdiction to modify the material terms of this Agreement.

8 **8.8. Disputes.** If the Parties have a dispute with regard to the language of this
 9 Agreement, they agree to engage mediator Jeffrey D. Wohl to mediate any such dispute. The
 10 Parties will split the costs of the mediator, and the Parties will bear their own fees and costs.

11 **8.9. Governing Law.** All terms of this Agreement shall be governed by and interpreted
 12 according to the laws of the State of California.

13
 14 **PLAINTIFF**

15
 16 Dated: _____

 Norris Cagonot

17 **COUNSEL FOR PLAINTIFF AND CLASS**

18
 19 Dated: _____

 Robin G. Workman
 Workman Law Firm, PC

20
 21 **DEFENDANT**

22
 23 Dated: _____

DocuSigned by:

Pat Murphy

Signer Name: Pat Murphy

Signing Reason: I approved this document

Signing Time: 12-Feb-2023 14:33 PM PST

E1E633472BED4B0BB6F5FE9838FE3D

 Pat Murphy, President and CEO
 Advanced Healthcare Solutions, on behalf of
 Advanced Sterilization Products Services,
 Inc.

24
 25
 26 **COUNSEL FOR DEFENDANT**

27
 28 Dated: February 16, 2023

 Eric E. Hill

Robin E. Devaux
Seyfarth Shaw LLP

91324355v.1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28