

1 **SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS**

2 Plaintiff William Truchinski (hereinafter “Plaintiff”), individually and in his capacity as
3 representative of the State of California on behalf of other allegedly aggrieved employees, and
4 Defendant Hologic, Inc. (hereinafter “Defendant” or “Hologic”), hereby enter into this Settlement
5 Agreement and Release of Private Attorneys General Act of 2004 Claims (“Settlement” or
6 “Agreement”) as follows:

7 **I. DEFINITIONS**

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

9 1. “Action” shall mean the civil action entitled *Truchinski v. Hologic, Inc.*, filed on or about
10 June 2, 2022, in Santa Clara Superior Court, Case No. 22CV39278.

11 2. “Defendant” shall mean Hologic, Inc.

12 3. “Defense Counsel” shall mean Stacey E. James, Esq. and Nicholas C. Lansdown, Esq.
13 of Littler Mendelson, P.C.

14 4. “Effective Date” means the date by when both of the following have occurred: (a) the
15 Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final and
16 is no longer appealable. The Judgment is final as of the day the Court enters Judgment. The Judgment is
17 final and no longer appealable upon the later of: (i) the day after the last date by which a notice of appeal
18 to the applicable Court of Appeal of the approval order may be timely filed, and none is filed; (ii) if an
19 appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or otherwise, the day
20 after the last date for filing a request for further review of the order approving the settlement passes, and
21 no further review is requested; or (iii) if an appeal is filed and there is a final disposition by ruling,
22 dismissal, denial, or otherwise by the Court of Appeal, and further review of the order approving the
23 Settlement is requested, the day after the review is finally dismissed or denied with prejudice and/or no
24 further review of the order can be requested.

25 5. “LWDA” refers to the California Labor & Workforce Development Agency.

26 6. “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, California
27 Labor Code Sections 2698, *et seq.*

28 7. “PAGA Period” shall mean the period from April 22, 2021, through March 13, 2023.

1 8. “PAGA Members” shall mean all current and former hourly non-exempt employees of
2 Defendant in California at any time during the PAGA Period.

3 9. “PAGA Fund” shall mean the Total Settlement Payment, less Plaintiff’s Counsel
4 Payment, Plaintiff’s Enhancement Award, the Settlement Administrator Costs, and any other Court
5 mandated or approved deductions.

6 10. “Plaintiff” refers to William Truchinski, individually and in his capacity as
7 representative of the State of California on behalf of other allegedly aggrieved employees.

8 11. “Plaintiff’s Counsel” collectively refers to Joshua Falakassa, Esq. of Falakassa Law,
9 P.C. and Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C.

10 12. “Parties” collectively refers to Plaintiff and Defendant.

11 13. “Released Claims” shall mean any and all claims, whether known or unknown, that were
12 asserted or could have been asserted based on the facts and primary rights set forth in the operative
13 pleading in the Action and/or the notice submitted to the LWDA in connection with the Action, to
14 recover civil penalties pursuant to PAGA for any alleged violations by Defendant, including without
15 limitation California Labor Code §§ 200-204, 210, 221, 225, 226(a), 226(e), 226.3, 226.7, 227.3, 510,
16 512, 516, 1174, 1174.4, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, California Industrial
17 Commission Wage Orders, and California Code of Regulations Title 8, section 11050, 11000 *et seq.*
18 which arose during the PAGA Period.

19 14. “Released Parties” shall mean Defendant and each of its past, present and future parents,
20 subsidiaries and affiliates including, without limitation any corporation, limited liability company,
21 partnership, trust, foundation and non-profit entity which controls, is controlled by, or is under common
22 control with Defendant; and its past, present and future shareholders, directors, officers, agents,
23 attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives,
24 administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the
25 foregoing.

26 15. “Settlement Administrator” shall mean a neutral third-party settlement administrator to
27 be mutually selected by the Parties.

28 16. “Total Settlement Payment” shall mean an amount not to exceed Seven Hundred Fifty

1 Thousand Dollars (\$750,000.00).

2 **II. RECITALS**

3 17. On or about April 22, 2022, Plaintiff sent a letter to the LWDA on behalf of himself and
4 other allegedly aggrieved employees in compliance with California Labor Code section 2699.3 (“PAGA
5 Notice”). Plaintiff seeks to represent himself and all PAGA Members. The LWDA did not indicate that
6 it intended to investigate the alleged violations referenced in the letter, and the 65-day time period
7 permitted for the LWDA to provide such a notification expired.

8 18. On or about March 28, 2023, Plaintiff sent a supplemental PAGA Notice. The LWDA
9 has not indicated that it intends to investigate the alleged violations referenced in the supplemental
10 PAGA Notice.

11 19. The Parties will file a joint stipulation for Plaintiff to file a Second Amended Complaint
12 to add any PAGA Claims released pursuant to this Agreement that were not originally encompassed in
13 the original PAGA notice and complaint. The Second Amended Complaint will add claims for violation
14 of Labor Code §§ 204, 210, 225, 1197, 1198, 246, 227.3, and 2802. The draft of the Second Amended
15 Complaint shall be approved by the Parties prior to its filing.

16 20. On February 13, 2023, Plaintiff’s Counsel and Defendant’s counsel participated in
17 private mediation before an experienced wage and hour mediator, Tripper Ortman. Through the
18 mediator’s and the parties’ efforts in mediation, the parties were able to reach a settlement of the Action,
19 the terms of which have been formalized in this Agreement.

20 21. Counsel for all Parties have thoroughly investigated the facts relating to the claims
21 alleged in the operative complaint and the LWDA notices and engaged in significant informal discovery
22 in advance of mediation. Based on their investigation and evaluation of this case, Plaintiff’s Counsel
23 have concluded that the settlement is fair, reasonable, and adequate considering all known facts and
24 circumstances, including the defenses asserted by Defendant, the risks and uncertainties associated with
25 ongoing litigation, the potential inability for the Action to proceed to trial as a PAGA representative
26 action, potential adverse findings regarding liability, the statutory discretion provided to the Court to
27 decrease civil penalties under PAGA, and numerous potential appellate issues.

28 22. Defendant specifically denies, and continues to deny, each and every claim and

1 contention alleged in the Action and has always maintained that it has never engaged in any unlawful
2 acts regarding any of the matters alleged in the Action. Defendant further asserts that the Action cannot
3 manageably proceed to trial as a PAGA representative action.

4 **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and conditions set
5 forth, the Parties agree as follows:

6 **III. NON-ADMISSION OF LIABILITY**

7 23. Based on the factual and legal issues involved, the expense and time necessary to
8 prosecute the Action, the risks, uncertainty, and costs of further prosecution, the existence of arbitration
9 agreements with express class waiver clauses, the difficulty of proof necessary to establish a PAGA
10 representative action for purposes of liability, and the relative benefits to the PAGA Members of an
11 expeditious resolution of the Action, the Parties have concluded that the terms set forth in this
12 Settlement are fair, reasonable, adequate, and in the best interests of the PAGA Members.

13 24. By entering into this Settlement, Defendant denies any liability for any of the claims in
14 the Action, as well as any other potential or unknown claims based on wage and hour violations under
15 state or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor
16 any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission,
17 concession, or indication by or against Defendant of any unlawful conduct, fault, wrongdoing or liability
18 whatsoever. Defendant specifically denies that it engaged in any unlawful or wrongful conduct against
19 Plaintiff and/or the PAGA Members. Rather, Defendant maintains it always complied with applicable
20 laws governing wages and hours of work for its employees.

21 **IV. TERMS OF THE PAGA SETTLEMENT**

22 **A. *The Total Settlement Payment***

23 25. Defendant shall pay a Total Settlement Payment in a total amount of Seven Hundred
24 Fifty Thousand Dollars (\$750,000.00).

25 26. The Total Settlement Payment shall include Plaintiff's Counsel Payment, Enhancement
26 Award to Plaintiff, Settlement Administrator Costs, and the PAGA Fund. Subject to the limited
27 escalator provision in Paragraph 27, in no event shall Defendant be required to pay more than the Total
28 Settlement Payment in connection with the Settlement.

1 27. Defendant shall provide the Total Settlement Payment to the Settlement Administrator
2 within seven (7) days of the Effective Date.

3 28. Defendant represents that there are approximately 20,000 pay periods in the PAGA
4 Period. If the number of PAGA pay periods exceed 20,000 by more than 10%, Defendant shall have the
5 sole option to: (i) increase the PAGA Settlement proportionally per additional pay period (i.e., if there
6 was a 20% increase in the number of pay periods worked by PAGA Employees, Defendant would agree
7 to increase the PAGA Settlement Amount by 10%); or (ii) end the PAGA Settlement period as of the
8 date that the number of PAGA pay periods worked reaches 10% above estimated amounts.

9 ***B. Enhancement Award To Named Plaintiff***

10 29. Subject to Court approval, Plaintiff shall seek a payment of Ten Thousand Dollars
11 (\$10,000.00), subject to Court approval, to be paid from the Total Settlement Payment, as an
12 enhancement for his services as the PAGA representative and execution of a general release with respect
13 to Defendant ("Enhancement Award"), in addition to any payment he may otherwise receive as a
14 PAGA Member.

15 30. Defendant will not oppose Plaintiff's request for the Enhancement Award. Plaintiff will
16 be responsible for characterizing this compensation for tax purposes and for paying any taxes owing on
17 said amount. The Enhancement Award approved by the Court and issued to Plaintiff will, if required by
18 law, be reported on an IRS Form 1099 to Plaintiff. The Parties agree that a reduction by the Court of the
19 requested Enhancement Award does not constitute a material alteration of the terms of this Agreement
20 and shall not provide a basis for rendering the Settlement void or unenforceable. Any reductions by the
21 Court of the Enhancement Award shall revert to the PAGA Fund.

22 31. Release by Named Plaintiff:

23 In addition to the Released Claims identified in Paragraph 13, Plaintiff agrees to release any
24 and all claims, whether known or unknown, under all federal, state and local statutes, and federal
25 and state common law (including but not limited to those for contract, tort, and equity), including,
26 without limitation, the California Unfair Competition Act (California Business and Professions
27 Code section 17200, *et seq.*), the California Government Code, the California Labor Code, and
28

1 California's Wage Orders against the Released Parties. Plaintiff acknowledges the language of
2 Section 1542 of the California Civil Code, which provides:

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

7 Plaintiff expressly waives the protection of Section 1542. Plaintiff understands and agrees that
8 claims or facts in addition to or different from those which are now known or believed by Plaintiff to
9 exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all claims Plaintiff
10 now has against the Released Parties, whether known or unknown, suspected or unsuspected. Plaintiff
11 expressly acknowledges that the release in this Paragraph is intended to include in its effect, without
12 limitation, all claims Plaintiff did not know or suspect at the time of execution hereof, regardless of
13 whether the knowledge of such claims, or the facts upon which they might be based, would materially
14 have affected the settlement of this matter, and that the consideration given under this Settlement is also
15 for the release of those claims and contemplates the extinguishment of any such claims.

16 32. Plaintiff represents and affirms that he does not have any pending court actions,
17 arbitrations, or other legal proceedings against Defendant other than the Action.

18 ***C. Plaintiff's Counsel Payment of Attorneys' Fees and Costs***

19 33. Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed
20 one-third (1/3) of the Total Settlement Payment, which is Two Hundred Fifty Thousand Dollars
21 (\$250,000). Plaintiff's Counsel will also seek reimbursement of reasonable litigation costs not to exceed
22 Twenty Thousand Dollars (\$20,000.00) (Plaintiff's Counsel's attorneys' fees and reasonable litigation
23 costs are collectively referred to as "Plaintiff's Counsel Payment"). Plaintiff's Counsel will submit
24 declarations in support of their request for Plaintiff's Counsel Payment.

25 34. Defendant will not oppose or object to Plaintiff's Counsel's request for Plaintiff's
26 Counsel Payment and any request or application for attorneys' fees and costs submitted in compliance
27 with this Agreement.

28 35. In the event that the Court does not approve the requested Plaintiff's Counsel Payment,

1 or the Court alters the attorneys' fees and litigation costs sought by Plaintiff's Counsel, the Parties agree
2 that any modifications or reductions by the Court of the requested Plaintiff's Counsel Payment (whether
3 in the aggregate or individually) does not constitute a material alteration of the terms of this Agreement
4 and shall not provide a basis for rendering the Settlement void or unenforceable.

5 36. Plaintiff's Counsel Payment shall be paid from the Total Settlement Payment. Any
6 reductions by the Court of Plaintiff's Counsel's request for attorneys' fees or costs shall revert to the
7 PAGA Fund in the event Plaintiff's Counsel elect not to seek appellate review of the Court's order
8 awarding a lower amount of attorneys' fees sought.

9 ***D. Settlement Administration Fees and Costs***

10 37. Settlement administration shall be done by the qualified, third-party Settlement
11 Administrator agreed to by the Parties and approved by the Court. The Parties agree that the Settlement
12 Administrator Costs shall be paid from the Total Settlement Payment. This includes all fees and costs
13 for postage, envelopes, and computer searches to locate addresses, expenses of the Settlement
14 Administrator to implement and complete the settlement process according to the terms of this
15 Settlement, to calculate payments to individual PAGA Members, any cost associated with the
16 escheatment process for any uncashed or undeliverable settlement checks, to prepare any necessary tax
17 documents, and any other related fees and costs associated with the administrative duties associated with
18 the Settlement (the "Settlement Administrator Costs").

19 38. The Settlement Administrator Costs shall be paid from the Total Settlement Payment.
20 The Settlement Administrator Costs are estimated by Plaintiff's Counsel to not exceed Ten Thousand
21 Dollars (\$10,000.00). Any reductions by the Court or any unused Settlement Administrator Costs shall
22 revert to the PAGA Fund.

23 ***E. PAGA Fund***

24 39. After deducting the Plaintiff's Counsel Payment, Plaintiff's Enhancement Award, and
25 Settlement Administrator Costs, the remainder of the Total Settlement Payment shall be allocated to the
26 LWDA and PAGA Members (the "PAGA Fund").

27 40. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA ("LWDA
28 Payment") and twenty-five percent (25%) of the PAGA Fund will be allocated among the PAGA

Members (“PAGA Member Payment”), based on each PAGA Member’s proportionate share of pay periods during the PAGA Period as set forth in Section V(B.).

V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND

A. Deposit of Total Settlement Payment

41. The Settlement Administrator shall establish a Qualified Settlement Fund (“QSF”) for purposes of administering the Settlement. The Settlement Administrator shall furnish the QSF with its own Employer ID Number and calculate all settlement checks required under law based on information that will be confidentially furnished by Defendant. There are no payroll deductions to be calculated under this Settlement since no part of the Settlement will be classified as wages.

B. Formula for Calculating Share of PAGA Fund

42. The pro-rata portion of the PAGA Fund that is paid to each PAGA Member shall be determined based on the following formula:

(a) The payment to PAGA Members will be based on the number of pay periods that each PAGA Member performed work for Defendant during the PAGA Period.

(b) The amount to be paid per pay period for each PAGA Member will be calculated by dividing the number of pay periods that the PAGA Member performed work for Defendant during the PAGA Period by the total aggregate number of pay periods all PAGA Members performed work for Defendant during the PAGA Period. The PAGA Member’s percentage of the PAGA Period will then be multiplied by the PAGA Member Payment to arrive at the PAGA Member’s pro rata share.

(c) Defendant’s records shall be determinative for purposes of calculating the number of pay periods and any payments to PAGA Members. The Settlement Administrator shall be responsible for calculating each individual PAGA Member’s respective pro-rata settlement payment.

C. Distribution of PAGA Fund

43. Pursuant to an order by the Court specifically compelling Defendant to do so (in light of the California Consumer Privacy Act and the California Privacy Rights Act), Defendant shall provide the Settlement Administrator with a list of the names, addresses and number of pay periods each of the PAGA Members performed work for Defendant during the PAGA Period within twenty-one (21) days after the Court issues an Order approving the Settlement. The contact information shall be provided

1 confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the
2 information as private and highly confidential and take all necessary precautions to maintain the
3 confidentiality of contact information of the PAGA Members. This information is to be used only to
4 carry out the Settlement Administrator's duties as specified in this Settlement, shall not be shared with
5 Plaintiff's Counsel, and shall be destroyed promptly once the Settlement Administrator has completed
6 its delineated duties.

7 44. Within fourteen (14) days after the Effective Date or the Total Settlement Payment is
8 fully funded, whichever is later, the Settlement Administrator shall pay to the LWDA an amount
9 equivalent to seventy-five percent (75%) of the PAGA Fund, or as otherwise directed by the Court.

10 45. Within fourteen (14) days after the Effective Date or the Total Settlement Payment is
11 fully funded, whichever is later, the Settlement Administrator shall distribute to PAGA Members their
12 individual portion of the PAGA Fund (the "Individual Payment"), or as otherwise directed by the Court.
13 A letter approved by the Parties will be included in the mailing of the Individual Payment to each
14 PAGA Member.

15 46. Within fourteen (14) days after the Effective Date or the Total Settlement Payment is
16 fully funded, whichever is later, the Settlement Administrator shall distribute the Plaintiff's
17 Enhancement Award.

18 47. Within fourteen (14) days after the Effective Date or the Total Settlement Payment is
19 fully funded, whichever is later, the Settlement Administrator shall distribute to Plaintiff's Counsel the
20 court-approved Plaintiff's Counsel Payment.

21 48. The Settlement Administrator will send the Individual Payments to the PAGA Members
22 by First Class U.S. Mail.

23 49. To provide the best notice and delivery of Individual Payments practicable, any
24 Individual Payment returned to the Settlement Administrator as non-delivered shall be sent by First
25 Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address is provided
26 for an Individual Payment that is returned as non-deliverable, the Settlement Administrator shall use the
27 best available technology accessible (e.g., skip tracing, address verification, etc.) to the Settlement
28 Administrator or other mutually agreeable method to locate PAGA Members and will then mail the

1 Individual Payment to the address identified by First Class U.S. Mail. If no valid address is located, the
2 Individual Payment for that individual will be deemed undeliverable. If any PAGA Member cannot be
3 located within two attempts at mailings by the Settlement Administrator, the Individual Payment for that
4 individual will be deemed undeliverable.

5 50. The Settlement Administrator shall maintain a list of the postmark date for the original
6 mailing of the Individual Payment to the PAGA Members, the postmark date of any subsequent mailing
7 to any PAGA Members, and a list of PAGA Members who did not receive the Individual Payment due
8 to the inability to locate a valid address using the procedures described herein or who otherwise could
9 not be located within two attempts at mailing.

10 51. All Individual Payment checks will remain valid and negotiable for 180 days from the
11 date of their initial mailing by the Settlement Administrator. After 180 days from the date of their
12 mailing by the Settlement Administrator, any uncashed checks will be void. For any PAGA Member
13 whose funds are undeliverable and/or who does not cash or negotiate her or his Individual Payment
14 check within 180 days, the uncashed funds shall be distributed to the Controller of the State of
15 California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et*
16 *seq.* for the benefit of the PAGA Member(s) who did not cash their checks until such time that they
17 claim their property, or the property is otherwise disposed of pursuant to the Unclaimed Property
18 Laws. The Settlement Administrator will send Defense Counsel a list of any such uncashed checks
19 seven days prior to distributing those uncashed funds to the Controller.

20 52. The Settlement Administrator will prepare and issue any tax forms required by law,
21 including any IRS Form 1099s to PAGA Members, Plaintiff, and Plaintiff's Counsel.

22 53. The Settlement Administrator shall also prepare any accounting, declaration of
23 completion of distribution of settlement funds, or other settlement administrative task required by the
24 Court to effectuate the Settlement.

25 ***D. Settlement Administration Payment***

26 54. Within fourteen (14) days after the Effective Date or the Total Settlement Payment is
27 fully funded, whichever is later, the Settlement Administrator shall deduct an amount equivalent to the
28 Settlement Administrator Costs.

1 **VI. RELEASED CLAIMS**

2 ***A. Claims Released by Plaintiff, the LWDA, and the State of California***

3 55. Upon the Effective Date, the LWDA, the State of California, Plaintiff and PAGA
4 Members fully release and forever discharge the Released Parties from any and all Released Claims.

5 ***B. Tax Treatment and Tax Indemnification***

6 56. PAGA Members, including Plaintiff, will assume any tax obligations or consequences
7 which may arise from this Settlement. PAGA Members, including Plaintiff, release any and all claims
8 that they have or may have against Defendant for any claims, demands, deficiencies, levies,
9 assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related
10 to any payments made under this Settlement or any compensation provided at any time by Defendant or
11 any of the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any
12 action against any PAGA Members, including Plaintiff, for their individual share of taxes related to any
13 payments made under this Settlement or any compensation provided at any time by Defendant or any of
14 the Released Parties, each PAGA Member, including Plaintiff, shall be responsible for their own
15 defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or
16 federal taxing authority for the PAGA Settlement Member's share of any state or federal tax obligation.
17 PAGA Members agree to hold Defendant and any of the Released Parties harmless and fully indemnify
18 Defendant and any of the Released Parties for any costs, assessments, penalties, taxes, and/or attorneys'
19 fees, which Defendant and any of the Released Parties may incur arising out of any and all claims made,
20 sought or imposed by the I.R.S., the California Franchise Tax Board, and/or any other federal, state or
21 local taxing board and/or agency in regard to any amounts due, or claimed to be due, by the PAGA
22 Member, if any, to such authority or agency as a result of the tax treatment of the payment described
23 above. If a PAGA Member has questions about any liability to any state or federal taxing authority,
24 they shall contact the Settlement Administrator. The PAGA Members, including Plaintiff, shall not
25 contact Defendant, any of the Released Parties, or Defense Counsel regarding this Settlement or its tax
26 consequences. Nothing herein shall be deemed to constitute tax advice or guidance.

27 57. Any payment to PAGA Members pursuant to this Settlement will not result in additional
28 benefit payments, such as 401(k) or bonus payments.

VII. MISCELLANEOUS PROVISIONS

A. Nullification of Settlement Agreement.

58. In the event that: (a) the Court does not approve the Settlement as provided herein; (b) the Court strikes, modifies, or does not approve any material term of this Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any other reason, then this Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the QSF will be returned to Defendant, and the Parties shall be returned to their original respective positions. The Parties' agreement to a representative PAGA Member group is for purposes of Settlement only, therefore, if the Settlement is nullified or void, so too, is the agreement to treat this as a representative action. Should such a nullification occur each of the Parties shall be referred to her, his, its or their respective positions as if this Agreement did not exist. Pursuant to California Evidence Code § 1152, this Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Agreement. If this Agreement is not approved or does not become Effective (as defined by the Effective Date), the Parties agree that this Settlement Agreement is void, and remains protected by California Evidence Code § 1152.

B. Mutual Full Cooperation

59. Plaintiff and Defendant, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by Order of the Court, or otherwise, to effectuate this Settlement.

C. Parties' Authority

60. The signatories hereto represent that they are fully authorized to enter into this Settlement.

D. Binding Nature of the Settlement

61. This Settlement shall be binding upon, and inure to the benefit of, the successors or assigns of the Released Parties. Plaintiff represents, covenants, and warrants that he has not directly or indirectly, assigned, transferred, or encumbered any claim, demand, action, cause of action or rights

1 released in the Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiff,
2 the PAGA Members, the State of California, and the LWDA.

3 62. This Settlement may be amended or modified only by a written instrument. No rights
4 under this Settlement may be waived except in writing.

5 63. This Settlement constitutes the entire agreement between Plaintiff and Defendant
6 relating to the terms contained herein. All prior or contemporaneous agreements, understandings, and
7 statements, whether oral or written, whether express or implied, and whether by a party or its counsel,
8 concerning this Settlement are merged herein. No oral or written representations, warranties or
9 inducements have been made to any party concerning this Settlement or its exhibits other than the
10 representations, warranties and covenants contained and memorialized in such documents.

11 64. Paragraph titles or captions contained herein are inserted as a matter of convenience and
12 for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its
13 provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

14 ***E. Joint Drafting of Settlement Documents***

15 65. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result of a
16 series of arm's-length negotiations, including a full-day mediation with experienced wage and hour
17 mediator Tripper Ortman, Esq., and counsel have taken into account all relevant factors, present and
18 potential risks with ongoing litigation.

19 66. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense Counsel
20 and, therefore, in any construction or interpretation of this Settlement, the same shall not be construed
21 against any of the Parties.

22 ***F. Execution of the Settlement***

23 67. This Agreement may be executed in any number of counterparts, any of which shall be
24 deemed to be the original if fully executed by both Parties. This Agreement may be executed and
25 delivered by facsimile or email and, when fully executed and delivered, this Settlement and photocopies
26 thereof shall be legally binding and enforceable as the original.

27 ***G. Continuing Jurisdiction of the Court***

28 68. Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the

1 Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and
2 enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the
3 administration of the benefits of this Settlement.

4 ***H. Invalidity of Any Provision***

5 69. Before declaring any provision of this Agreement invalid, the Court will first attempt to
6 construe the provision as valid to the fullest extent possible consistent with applicable precedents so as
7 to define all provisions of this Agreement valid and enforceable.

8 ***I. No Collateral Attack***

9 70. This Agreement shall not be subject to collateral attack by any PAGA Member after the
10 Effective Date. Such prohibited collateral attacks shall include but not be limited to claims that the
11 PAGA Member failed for any reason to receive notice of the settlement and/or her or his Individual
12 Payment. PAGA Members do not have the right to object or opt out of the Settlement.

13 ***J. Notifications to the LWDA***

14 71. Plaintiff's Counsel shall notify the LWDA of the Settlement at the same time that it is
15 submitted to the Court and take all other steps required to effectuate the Settlement under Labor Code
16 Section 2699(l).

17 ***K. Representations by Plaintiff***

18 72. Plaintiff acknowledges the following:

19 (a) Plaintiff has carefully read and fully understands all of the provisions of this Settlement;

20 (b) Plaintiff knowingly and voluntarily agrees to all of the terms set forth in this Settlement
21 and has not been coerced, threatened, or intimidated into executing this Settlement;

22 (c) Plaintiff was advised, and hereby is advised in writing, to consider the terms of this
23 Settlement and consult with his attorneys before signing this Settlement; and

24 (d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Plaintiff
25 acknowledges that all Parties shall bear their own fees and costs through the conclusion of the Actions.

26 ***L. Representations by Defendant***

27 73. Defendant acknowledges the following:

28 (a) Defendant has carefully read and fully understands all of the provisions of this

1 Settlement;

2 (b) Defendant knowingly and voluntarily agrees to all of the terms set forth in this
3 Settlement and has not been coerced, threatened, or intimidated into executing this Settlement;

4 (c) Defendant was advised, and hereby is advised in writing, to consider the terms of this
5 Settlement and consult with its attorneys before signing this Settlement.

6 (d) Other than the fees and costs awarded pursuant to the terms of this Settlement,
7 Defendant acknowledges that all Parties shall bear their own fees and costs through the conclusion of
8 this Action.

9 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this
10 Settlement Agreement and Release of PAGA Claims as of the date(s) set forth below:

11 AGREED TO BY PLAINTIFF AS TO FORM AND CONTENT:

12

13 DATED: April ___, 2023
14 4/20/2023

WILLIAM TRUCHINSKI, individually and on behalf
of other aggrieved employees

DocuSigned by:

William Truchinski

5B18643EFBA043C...

16 DATED: April ___, 2023

HOLOGIC, INC.

17

18

By: _____

Title: _____

19

20 AGREED TO BY PLAINTIFF'S COUNSEL:

21

FALAKASSA LAW, P.C.

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23 DATED: April ___, 2023
24 4/20/2023

DocuSigned by:

Joshua Falakassa

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Joshua Falakassa

Attorney for Plaintiff and the Aggrieved Employees

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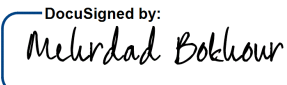
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BOKHOUR LAW GROUP, P.C.

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Mehrdad Bokhour
Attorney for Plaintiff and the Aggrieved Employees

APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:

LITTLER MENDELSON, P.C.

DATED: April ___, 2023

Stacey E. James, Esq.
Nicholas C. Lansdown, Esq.
Attorneys for Defendant, Hologic, Inc.

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