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Attorneys for Plaintiff RAMON AGUILA
individually and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

RAMON AGUILA, individually and on behalf of all others similarly situated,

Plaintiff,

v.

BECTON AND DICKINSON; APIDEL TECHNOLOGIES, LLC; and DOES 1-50, inclusive,

Defendant.

Case No.: 22CV404498

Judge: Hon. Theodore C. Zayner
Department: 19

DECLARATION OF JAMES HAWKINS IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: August 1, 2025
Time: 1:30 p.m.
Dept.: 19

DECLARATION OF JAMES HAWKINS

I, James Hawkins, declare as follows:

1. I am an individual over the age of 18. I am a partner at the law firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiff RAMON AGUILA (hereinafter referred to as "Plaintiff" or "Class Representative"), who commenced this Class and PAGA action on behalf of the Class Members and Aggrieved Employees. I submit this declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement, which Plaintiff filed concurrently herewith, along with the supporting Memorandum of Points and Authorities. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. Attached hereto as **Exhibit A** is a true and correct copy of the Order Granting Preliminary Approval of the Settlement. Attached as **Exhibit B** is a true and correct copy of the executed Settlement Agreement which the Parties ask the Court to approve. The Settlement Administration is now complete. Of the 105 participating class members, zero Class Members requested exclusion and none objected to the settlement. As such, Plaintiff now requests the Court grant final approval of the settlement.

PROCEDURAL BACKGROUND

3. On August 8, 2022, Plaintiff Sierra submitted a letter to the California Labor Workforce Development Agency (the "LWDA") for civil penalties under the Private Attorney General Act of 2004 (the "PAGA").

4. On August 8, 2022, Plaintiff filed his Class Action against Defendants in a case entitled *Ramon Aguila v. Becton and Dickinson, et al.*, Santa Clara Superior Court Case No. 22CV401816 (the "Class Action"). On October 13, 2022, Plaintiff filed his PAGA Action against Defendants in a case entitled *Ramon Aguila v. Becton and Dickinson, et al.*, Santa Clara Superior Court Case No. 22CV404498 (the "PAGA Action").

5. The Class Action and PAGA Action both allege that Defendants violated various wage and-hour laws, including: (1) failure to pay wages including overtime and minimum wages as required by Labor Code §§ 510 and 1194; (2) failure to provide meal periods as required by Labor

Code §§ 226.7, 512, and IWC Wage orders; (3) failure to provide rest periods as required by Labor Code §§ 226.7, 512; (4) failure to pay timely wages required by Labor Code § 203; (5) failure to provide accurate wage statements required by Labor Code §§ 226, 226.3, 558.l; (6) failure to reimburse necessary business expenses; (7) failure to pay reporting time pay; and (8) violation of Business & Professions Code § 17200, et seq.

6. On October 28, 2022 Defendants removed Plaintiff's Class Action to the United States District Court for the Northern District of California and designated Case No. 22-cv-06670 EJD (the "Federal Court Action").

MEDIATION

7. In preparation for the mediation, Defendants provided Class Counsel with first and last time punch dates for all employees, time and payroll records, and relevant policies for Class Members during the Class Period.

8. On March 8, 2024, the Parties participated in private mediation with Lou Marlin, Esq., a respected mediator of complex wage-and-hour actions, and with the assistance of his evaluations, the Parties reached settlement.

9. Defendant denies that Defendant engaged in any misconduct in connection with the wage-and-hour practices associated with the Class Members (inclusive of the Aggrieved Employees). Defendant further denies that Defendant has any liability of any kind associated with the claims alleged in the Actions. Defendant contends that Defendant has complied with both federal and state wage-and-hour laws, and all other laws regulating its relationship with the Class Members and the Aggrieved Employees, including the Named Plaintiffs.

10. In summary, Plaintiff's Counsel performed a thorough investigation into the claims at issue, which included: (1) determining Plaintiffs' suitability as private attorneys general and class representative through interviews, background investigations, and analyses of employment files and related records; (2) evaluating all of Plaintiffs' potential representative claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing employees' time and wage records; (5) reviewing Defendant's employment policies and practices; (6) researching settlements in similar cases and the

prior settlement in this case; (7) evaluating Plaintiff's claims and estimating Defendant's liability for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the mediation.

11. By engaging in such a thorough investigation and evaluation of Plaintiffs' claims, Plaintiffs' Counsel can opine that the Settlement, for the consideration and on the terms set forth in the Settlement Agreement, is fair, reasonable, an adequate, and is in the best interests of Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, and various defenses asserted by Defendant.

12. As a result of the mediation, the Parties agreed to settle this matter for a Gross Settlement Amount ("GSA") of $275,000.00. Plaintiff's counsel balanced the terms of the proposed Settlement against the risk of litigation and probable outcome at the class certification stage, and if any Class were certified, at trial. Based on their own respective independent investigations and evaluations, and after taking into account the sharply disputed factual and legal issues involved in this matter, the risks attending further prosecution of the case, and the monetary benefits received under the Settlement despite the questionable nature of the claims, Plaintiffs' counsel is of the opinion that Settlement for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable and adequate and is in the best interests of Plaintiff and the Class. Counsel for the Parties investigated the applicable law as applied to the facts discovered regarding the claims of Plaintiff, Defendant's defenses thereto and the damages claimed by Plaintiffs on behalf of the Settlement Class.

THE CLAIMS

13. The GSA includes, subject to Court approval, (1) attorneys' fees in the amount of $91,666.66 and reimbursement of reasonable litigation costs and expenses in the amount of $13,418.48 to Class Counsel ("Attorneys' Fees and Costs"); (2) Named Plaintiff Class Representative Service Award in the amount of $7,500.00 ("Enhancement Award" or "Service Award" for Named Plaintiff"); (3) fees and expenses of administration of the Settlement to the Settlement Administrator in an amount of $5,990.00 ("Settlement Administration Costs"); (4) $30,000.00 to PAGA with twenty-five percent (25%) share of the PAGA Penalties to be a part of the Net Settlement Amount that will be distributed to Class Members in the PAGA Group in the

amount of $7,500.00; and (5) the seventy-five percent (75%) share of PAGA Penalties ("LWDA Payment") in the amount of $22,500.00 to the California Labor and Workforce Development Agency ("LWDA"). **The Entire Net Settlement Amount will be paid to all Class Members who do not opt out of the Settlement Class, and without the need to submit claims for payment.** After deductions, the Net Settlement Amount ("NSA") is estimated to be approximately **$126,424.86.** The Class Members are to be paid based from the NSA on a pro rata basis based upon the weeks each class member worked in comparison to the total work weeks worked by all Class Members.

14. The Settlement was negotiated and based upon the representation that there were no more than 10,141 non-exempt workweeks worked by the Class Members during the Class Period. If that number is incorrect by more than 10% (i.e., by more than 1,041.1 workweeks), Defendants shall increase the Gross Settlement Amount proportionally. For example, if the number is 12% higher, the Gross Settlement Amount will be increased by 2%.

15. Fairness of the Settlement is demonstrated by the uncertainty and risks to Plaintiff involved both in not prevailing on one or more of the causes of action or theories alleged in the operative Complaints and in non-certification, and if successful, Defendant disputes the ability of Plaintiff to certify a class in this case. Defendant also argued it maintained lawful written policies that were provided to the class members and enforced those policies. Yet, despite the defenses proffered by Defendant, the proposed Settlement commits Defendant to pay each Class Member a portion of the NSA. The amount to be paid to the Classes is fair, adequate and reasonable given the significant risk to Plaintiff and the Class in continuing with the litigation and not prevailing on their claims at class certification or at trial or not being paid anything even if trial was successful.

16. Although Plaintiff's Counsel believes the class claims are strong, Plaintiff's Counsel also recognize that if the litigation had continued, they may well have encountered significant legal and factual hurdles that could have prevented the Class from obtaining any recovery.

17. To be sure, a number of cases have found wage and hours actions to be especially amenable to class resolution. However, some courts have gone the other way, finding that some of the very claims at issue here-especially meal period and rest period violations-were not suitable for

class adjudication because they raised too many individualized issues. *See Duran v. US. Bank National Association*, 59 Cal. 4th 1 , 31 (2014) (reversing a verdict from a class trial); *Ali v. US.A. Cab Ltd.*, 1 76 Cal. App. 4th 1333, 1341 (2009) (affirming denial of certification because employees' declarations attesting to having taken meal and rest periods demonstrated that individualized inquiries were required to show harm); *Campbell v. Best Buy Stores, L.P.* , 2013 U.S. Dist. LEXIS 137792, at *30- 41 (C.D. Cal. Sept. 20, 2013) (following *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack of uniform policy); .*Jimenez v. Allstate Ins. Co.*, 2012 U.S. Dist. LEXIS 65328 (C.D. Cal. Apr. 18, 2012) (denying motion to certify meal and rest period classes based on employer's practice of understaffing and overworking employees); *Gonzalez v. Officemax NA*., 2012 U.S. Dist. LEXIS 163853 (C.D. Cal. Nov. 5, 2012) (same); *Brown v. Fed. Express Corp*., 249 F.R.D.580, 587-88 (C.D. Cal. 2008) (denying certification of driver meal and rest period claims based on the predominance of individual issues); *Kenny v. Supercuts, Inc.*, 252 F.R.D. 64 I, 645 (N.D. Cal. 2008) (denying certification on meal periods claim); *Blackwell v. Skywest Airlines, Inc.* , 245 F.R.D. 453, 467- 68 (S.D. Cal. 2007) (declining to certify class action because individual issues predominated when different employee stations provided different practices with respect to meal periods).

18. Some courts have denied certification even when an employer's policies are unlawful on their face. For instance, in *Ordonez v. Radio Shack, Inc.*, 20 1 3 U.S. Dist. LEXIS 7868, *35-4 1 (C.D. Cal. Jan. 17, 201 3), the court denied certification even though the plaintiff submitted evidence of a facially unlawful policy regarding rest breaks. The *Ordonez* court concluded that the predominance and superiority elements were not met based on the employer's presentation of anecdotal evidence of lawful compliance notwithstanding the unlawful policy. Id. at *38-40. And it should be underscored that that claims which are amendable to certification can be disposed of by motion for summary judgment. *See Loudv. Eden Med. Ctr*., 2013 U.S. Dist. LEXIS 122873, **36-53 (N.D. Cal. Aug. 28, 2013) (granting summary judgment on wage statement claim because plaintiff could not show injury due to defects and that incorrect wage information is not willful).

19. As the above examples illustrate, the prospect of certifying a wage and hour action is always uncertain, and the risk of being denied class certification militates in favor of settlement.

A denial of class certification effectively forecloses continued litigation, as neither the individual nor his or her attorney will have any incentive to proceed with an individual case when such small claims are at stake. *See In re Baycol Cases I & II*, 5 1 Cal. 4th 75 1 , 758 (2011) (explaining that a dismissal of class claims is effectively the "death knell" of the case, despite survival of individual claims). In other words, for cases where individual damages are relatively small, denial of class certification results in a near-complete loss for Plaintiff as well as no recovery for the employees, who are shut out of the action. Thus, if the putative Class had not been certified, the value of Plaintiff's case would have been reduced to a fraction of the value of this Settlement; indeed, Defendant would likely have offered no money to settle the class-wide claims if certification had been denied.

20. Finally, early resolution saves time and money that would otherwise go to litigation. The Parties' resources, as well as the Court's, will be further taxed by continued litigation. And if this action had settled following additional litigation, the settlement amount would likely have taken into account the additional costs incurred, and there may have been less available for Class Members. Cost savings is one reason why California policy strongly favors early settlement. *See Nemy v. Regents of University of California*, 3 Cal. 4th 273, 277 (1992) (explaining the high value placed on settlements and observing that "[s]ettlement is perhaps most efficient the earlier the settlement comes in the litigation continuum."). This concern also supports settlement.

21. Further, beyond the risk of an adverse ruling on the merits or certification, Class Counsel considered the fact that continued litigation would likely take years and would be extremely expensive given the breadth and complexity of the claims. In this case, post-trial and appellate proceedings are likely to occur, which will surely drag the case far into the future even with a positive trial result. When facing a distant and unsure resolution of the allegations in this action, the swift, sure and substantial Settlement is all the more reasonable. Avoiding such costly litigation in favor of more immediate benefits to the Class was a consideration favoring settlement. Given these realities, it is highly likely that the future expense of this litigation, and its likely duration if the settlement is not approved, would be significant and weigh heavily in favor of approval of this settlement.

22. The GSA is well within the acceptable range of reasonableness for the claims of the Settlement Class Members and Aggrieved Employees and the Court has preliminarily approved the GSA and agreed. Based upon detailed data obtained through both formal and informal discovery and information exchanges, there are approximately 105 participating class members who worked approximately 2508.14 workweeks during the Class Period.

23. As a result, the GSA of $275,000.00 represents a reasonable recovery. This recovery could easily be much higher if at trial PAGA penalties were reduced or damages for certain pay periods or workweeks could not be proven for certain individuals. The proposed GSA is within the "ballpark of reasonableness" and should be finally approved. Counsel for Plaintiffs believe that this is a fair and reasonable Settlement in light of the complexities of the case, the state of the law and uncertainties of class certification and litigation, the policies and practices Defendant has had in place or implemented during the purported liability period, and the benefit to be recovered for the Class. Given the risks inherent in litigation, this settlement is fair, adequate, and reasonable and is in the best interests of the Settlement Class, and should be preliminarily approved.

24. Based on the estimated Net Settlement Amount of **$126,424.86**, on average, each Settlement Class Member will receive approximately **$1,204.05**. The highest amount a Settlement Class Member will receive is approximately **$9,728.31**. The lowest payment is estimated to be approximately **$7.20** for someone who worked only one workweek. These amounts are subject to employee-side tax and withholdings. To the extent any amount for Attorneys' Fees, Costs, Claims Administration Costs or Incentives are not awarded, the difference in those amounts will be added to the NSA. This is a guaranteed amount of money paid to Settlement Class Members now, rather than the continued risk of further litigation and receiving no money sometime in the far future and after trial and appeals.

25. The PAGA members who worked during the PAGA period will be paid a PAGA Payment based upon a pro rata share of the number of pay periods each PAGA member worked compared to the total pay periods worked by all PAGA group members during the PAGA period of approximately 1,037.86 weeks during the PAGA period. As a result, there are approximately 33 PAGA members or Aggrieved Employees who will each receive on average approximately $227.27

per PAGA member. The highest individual PAGA Penalties payment to an Aggrieved Employee is approximately $917.76. The lowest value is approximately $14.45 for one pay period worked.

26. The Class Representative has provided extensive supporting documents and assisted Class Counsel in developing information necessary to litigate and settle this case. Plaintiff also conducted record review and consultation with counsel in preparation for mediation, and to assist in evaluating and proving the claims. The settlement provides for a Payment to be paid to the Class Representative in the amount of $7,500.00, subject to Court approval. The purpose is to compensate the Class Representative an additional incentive payment, or service award, taking into consideration the risks, time, effort and expenses incurred in coming forward to provide invaluable information and negotiate and litigate this matter on behalf of all Settlement Class Members who otherwise, would probably not file their own individual claims to recover what may be relatively low damages. Further, the Payment of $7,500.00 as an Enhancement or Service Award to the Class Representative is a very fair and justified as part of the Settlement based on the risks Plaintiff has taken and benefits conferred upon the Settlement Class.

27. I believe that the consideration and terms set forth in the Settlement Agreement is fair, reasonable, and adequate and are in the best interests of the Settlement Class in light of all known facts and circumstances, including the various defenses asserted by Defendant, and numerous potential appellate issues. In addition, the prospect of a potential adverse summary judgment ruling, as well as the uncertainty of class certification, the difficulties of complex litigation, the lengthy process of establishing specific damages and various possible delays and appeals, were also carefully considered in agreeing to the proposed Settlement.

28. Further, beyond the risk of an adverse ruling on the merits or certification, Class Counsel considered the fact that continued litigation would likely take years and would be extremely expensive given the breadth and complexity of the claims. In this case, post-trial and appellate proceedings are likely to occur, which will surely drag the case far into the future even with a positive trial result. When facing a distant and unsure resolution of the allegations in this action, the swift, sure and substantial Settlement is all the more reasonable. Avoiding such costly litigation in favor of more immediate benefits to the Class was a consideration favoring settlement. Given these

realities, it is highly likely that the future expense of this litigation, and its likely duration if the settlement is not approved, would be significant and weigh heavily in favor of approval of this settlement.

29. Given the risks inherent in litigation, this settlement is fair, adequate, and reasonable and is in the best interests of the Settlement Class, and should be finally approved.

CLASS COUNSEL EXPERIENCE

30. I have a great deal of experience in wage and hour class action litigation. I have obtained certification of several classes, I have been approved as class counsel in many other wage/hour class actions, and I am currently litigating numerous others. Although not an all-inclusive list, over the years I have prosecuted the following class action matters as lead and/or co-lead counsel, all of which implicated similar law and facts to those associated with this action:

- ***Mojica v. Compass Group, Inc., et. al.*** USDC Central District, Case No. 8:13-cv-01754.
- ***Dao v. 3M Company, et al.*** USDC, CENTRAL DISTRICT, Case No. CV-08-04554.
- ***Ortiz v. Kmart*****,** USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
- ***Morgan v. Aramark Campus, LLC,*** USDC, CENTRAL DISTRICT, Case No. SACV08-00412.
- ***West v Iron Mountain Information Management, Inc, et. al.;*** Los Angeles County Superior Court, Case No. BC393709.
- ***Gonzalez v. Superior Industries International, Inc.*****, et al.,** Los Angeles County Superior Court, Case No. BC 357912.
- ***Acosta v. Fleetwood Travel Trailers of California, Inc.,*** **et al.,** Riverside County Superior Court, Case No. RIC 440630.
- ***Walker v. Sharkeez*****, et al.,** Orange County Superior Court, Case No. 05CC00293.
- ***Padron v. Universal Protection Service, et al*****,** Orange County Superior Court, Case No. 05CC00013.
- ***Martinez v. Securitas Security Services USA, et al.*****,** Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460.

- ***Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*,** Riverside Superior Court, Case No. RIC 420909.
- ***Ruiz, et al. v. Unisourse Worldwide, Inc., et al.,*** USDC, CENTRAL DISTRICT, Case No. CV09-05848.
- ***Herrador v. Culligan International Company, et al.,*** USDC, CENTRAL DISTRICT, Case No. SACV 08-680.
- ***Defries v. Domain Restaurants, et al.*,** Orange County Superior Court, Case No. 05CC00128.
- ***Denton v. BLB Enterprises, Inc., et al.*,** Orange County Superior Court, Case No. 07CC01292.
- ***Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.,*** Los Angeles Superior Court, Case No. BC411477.
- ***McMurray v. Dave and Busters, Inc., et al.*,** Orange County Superior Court, Case No. 06CC00099.
- ***Osuna v. DFG Restaurants, Inc., et al.*,** Los Angeles Superior Court, Case No. BC 330145.
- ***Burns v. Gymboree Operations, Inc.,* et al.,** San Francisco Superior Court, Case No. CGC-07-461612.
- ***Willems v. Diedrich Coffee, Inc., et al.,*** Orange County Superior Court, Case No. 07CC00015.
- ***Davila, et al. v. Beckman Coulter, Inc., et al.,*** Orange County Superior Court, Case No. 07CC01347.
- ***Perez v. Naked Juice Company of Glendora, Inc.,*** Los Angeles Superior Court, Case No. BC387088.
- ***Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases***, Los Angeles Superior Court, Case No. JCCP 4545.
- ***Placencia v. Amcor Packaging Distribution, Inc.,*** Orange County Superior Court, Case No. 30-2013-00694012-CU-OE-CXC.

- ***Trani v. Lisi Aerospace, et al.*,** Los Angeles Superior Court, Case No. BC495527.
- ***Galvan v. Goodwin Co.*,** Orange County Superior Court, Case No. 30-2013-00637062-CU-OE-CXC.
- ***Reyes v. Bristol Fiberlite,*** Orange County Superior Court, Case No. 30-2013-00653425-CU-OE-CXC.
- ***Gutierrez v. HMT Tank,*** **USDC Central Dist.,** Case No. CV14-1967-CAS(MAN)
- ***Williams v. Il Fornaio America Corp.,*** Sacramento County, Case No. 34-2011-0009616.
- ***Aguilar v. 7-Eleven, Inc.*,** Orange County, Case No. 30-2009-002687141-CU-OE-CXC.
- ***Madrigal v. Huntington Beach Market Broiler, Inc.*,** Orange County, Case No. 30-2012-00611260.
- ***Vang v. Jazz Semiconductor, Inc.*,** Orange County, Case no. 30-2011-00460278.
- ***Vigueras v. Red Robin International, Inc,*** USDC Central Dist. Case No. *SACV 17-1422 JVS (DFMx);*
- ***Smith v. Space Exploration Technologies Corp.,*** Los Angeles Superior Court, Case No. *BC55429;*
- ***Cano v. Financial Statement Services, Inc.,*** Orange County Superior Court, Case No. 30-2013-00653349-CU-OE-CXC;
- ***Mendez v. Liberty Glass Fabricators, Inc.,*** Riverside County Superior Court Case No. RIC1800119;
- ***Attia v. Neiman Marcus Group, Inc*.,** United States District Court for the Central District of California Case No. 8:16-cv-001504-DOC-FFM;
- ***O'Brien, et al. v. Cerida Investment Corp.,*** Santa Clara Superior Court Case No. 21CV384527;
- ***Gonzalez v. Quality Aluminum Forge, LLC,*** Orange County Superior Court Case No. 30-2015-00817941;
- ***Shay v. Apple, Inc.,*** United States District Court for the Southern District of

California Case No. 3:20-cv-1629-JO-BLM;

- ***Milligan v. CWI, Inc.,*** San Bernardino Superior Court Case No. CIVDS 2013999;
- ***Aguilar v. LDI Mechanical, Inc.,*** Riverside County Case No. RIC1610019;
- ***Abron v. University Healthcare Alliance*****,** Alameda County Superior Court Case No. RG20066438;
- ***Benson v. F21 Opco, LLC,*** San Diego Superior Court Case No. 37-2021,00024619-CU-OE-CTL;
- ***Allen v. Creative Stone Mfg., Inc.*****,** San Bernardino County Superior Court Case No. CIVSB2201498;
- ***Santamaria v. Bright Horizons Children's Center,*** San Bernardino County Superior Court Case No. CIVSB2210140;
- ***Yniguez v. Airgas USA, LLC,*** Los Angeles County Superior Court Case No. 20STCV18190;
- ***Cervantez v. Genuine Parts Company,*** Los Angeles County Superior Court Case No. 22STCV00981;
- ***Robles v. Jetro Holdings, LLC,*** San Diego Superior Court Case No. 37-2021-00015414-CU-OE-CTL;
- ***Hernandez v. Euromarket Designs, Inc.,*** Santa Clara County Superior Court Case No. 20CV3770922;
- ***Ayala v. Veg-Land, et al.,*** Orange County Superior Court Case No. 30-2014-00738775-CU-OE-CXC;
- ***Puente v. Sully-Miller Contracting Co.,*** Orange County Superior Court Case No. 30-2015-00792088-CU-OE-CXC;
- ***Garcia v. Revolution Foods, Inc.,*** Los Angeles Superior Court Case No. BC579142;
- ***Attaway, et al. v. Alliance Residential, LLC,*** Santa Clara County Superior Court Case No. 20CV365134;
- ***Bowman v. Delta Dental of California,*** Alameda County Superior Court Case No. RG21108230;

- ***Hernandez v. Burrtec Waste & Recycling Services, LLC,*** United States District Court for the Central District of California Case No. 5:21-CV-001490-JWH-SP;
- ***Grant v. T-Mobile USA, Inc.,*** United States District Court for the Central District of California Case No. 2:21-CV-02268;
- ***Dawson v. Wonderful Pistachios and Almonds, LLC,*** Kern County Superior Court Case No. BCV-17-100848;
- ***Hamilton, et al. v. Michael Kors Stores (California), Inc.,*** Los Angeles County Superior Court Case NO. 19STCV37061;
- ***Ross v. Stater Bros.,*** San Bernardino Superior Court Case No. CIVDS1902518;
- ***Walker v. Barrett Business Services, Inc., et al.,*** Los Angeles County Superior Court Case No. 20STCV39172;
- ***Benitez, et al. v. Medtronic, Inc., et al.,*** Orange County Superior Court Case No. 30-2019-01069185-CU-OE-CXC;
- ***Montgomery v. Copart, Inc.,*** Sacramento County Superior Court Case No. 34-2020-00280733-CU-OE-GDS;
- ***Vizcarra-McNamee v. Nordstrom, Inc.,*** Orange County Superior Court Case No. 30-2020-01141916-CU-OE-CXC;
- ***Ayers v. Cherry Hill Programs, Inc.,*** Fresno County Superior Court Case No. 20CECG00821;
- ***Sleeper v. Boot Barn, Inc.,*** Sacramento County Superior Court Case No. 34-2019-00272000-CU-OE-GDS;
- ***Pulido-Dias v. Dirt Cheap, Inc.,*** San Bernardino County Superior Court Case No. CIVDS1719694;
- ***Villanueva v. Nordstrom, Inc.,*** San Bernardino County Superior Court Case No. CIVDS1918706;
- ***Bryson v. Madame Tussauds, et al.,*** Los Angeles County Superior Court Case No. 19STCV33514

- ***Hightower v. Levy Premium, et al.,*** Santa Clara County Superior Court Case No. 19CV359262;
- ***Marquez v. Maxim Crane Works, L.P.,*** **et al,** Los Angeles County Superior Court Case No. 19STCV39548;
- ***Rovira v. Silverado Senior Living Management, Inc.,*** Orange County Superior Court Case No. 30-2020-01136565-CU-OE-CXC;
- ***Hallum, et al. v. FCA US, LLC,*** San Bernardino County Case No. CIVDS1936782;
- ***Martinez v. Placer Title Co., et al.*****,** Kern County Case No. BCV-19-103486;
- ***Torres v. Van Law Food Products, Inc.,*** Orange County Case No. 37-2017-00946312-CU-OE-CXC;
- ***Holmes v. Pet Food Express, LLC,*** Alameda County Case No. 22CV014140;
- ***Ventura v. Conduent Commercial Solutions, LLC,*** Kern County Case No. BCV-22-102043;
- ***Ramirez v. CSI Electrical Contractors, Inc.,*** Fresno County Superior Court Case No. 18CECG04150;
- ***Magana v. Eibach Springs, Inc.*****,** Riverside County Superior Court Case No. RIC1708917;
- ***Knox v. Express Messenger Systems, Inc.,*** San Bernardino County Superior Court Case No. CIVDS1932323;
- ***Corona, et al. v. G&M Oil Company, Inc.,*** Los Angeles County Superior Court Case No. BC640876
- ***Aguilar v. Peach Home Services, Inc., et al.*****,** Riverside County Superior Court Case No. RIC1823057;
- ***Wilson v. M.C. LLC,*** Orange County Superior Court Case No. 30-2019-01103382-CU-OE-CXC.
- ***Nunez v. Nevell Group, Inc.,*** Orange County Superior Court Case No. 30-2015-00783269.

- ***Bendorf, et al. v. Sea World LLC,*** *et al.,* San Diego Superior Court Case No. 37-2021-00034922-CU-OE-CTL;
- ***DeMartini, et al. v. Safelite Fulfillment, Inc.,*** Marin County Case No. CIV20002076;
- ***Ayala, et al., v. Macy's West Stores, Inc.,*** Los Angeles County Case No. 20STCV34182;
- ***Wallen, et al. v. United Rentals (North America), Inc., et al.,*** Stanislaus County Case No. CV-22-000399;
- ***Granados v. Hyatt Corporation,*** United States District Court for the Southern District of California Case No. 3:23-cv-01001-H-VET;
- ***Vigil v. Hyatt Corporation,*** United States District Court for the Northern District of California Case No. 4:22-cv-00693;
- ***Garcia v. U.S. Best Ingredients, Inc.,*** Los Angeles Superior Court Case No. 21TRCV00813.

REASONABLENESS OF REQUESTED ATTORNEYS' FEES

31. Here, the Parties' agreement to pay Class Counsel Fees of 1/3rd of the GSA is reasonable. My firm and I have been the only counsel to represent Plaintiff and the Settlement Class in this matter, and we have borne the entire risk and cost of this litigation on a pure contingency fee basis. The legal issues raised drew significantly upon my experience and the extensive review and analysis of documents and information by me and others at my firm and our co-counsel. In a complex action such as this, the proposed attorneys' fees are, at the very least, on the low side of the market rate for contingency fees.

32. In sum, my firm has been the lead or co-lead counsel in hundreds of wage and hour cases since its inception. These cases have confronted many of the same issues presented in the above-entitled action. We have been certified as class counsel on numerous occasions (both through settlement and via motion). We have successfully recovered hundreds of millions of dollars for employees in the State of California and millions for the State as well through PAGA.

33. Indeed, our firm has served as class counsel in a number of significant wage and hour settlements. Of particular note, in 2019, our firm was co-lead counsel in securing the largest wage

and hour class action settlement in California history at $130,000,000.00. During this case, plaintiffs appealed a decertification order. This case involved several appeals. The appellate record amassed an extensive appellate record comprising a 23-volume joint appendix, a three-volume reporters' transcript, five briefs, four letter briefs, two motions for judicial notice, a motion to augment the record, and several additional letters informing the appellate court of new legal authority issued after Dukes. The matter was argued to and submitted by the Court of Appeal on September 15, 2016, and on November 21, 2016, the decertification order was reversed, and the case was remanded for further proceedings. (*Lubin v. The Wackenhut Corporation* ("Lubin"), 5 Cal. App. 5th 960 (2016)). Wackenhut filed a petition for review of the Court of Appeal decision to the California Supreme Court. The Supreme Court denied Wackenhut's petition for review of Lubin. The Court of Appeal issued remittitur on April 10, 2017. Eventually through additional litigation, the parties were able to secure the $130 million settlement that was approved on October 21, 2019, by Judge Highberger in the Los Angeles Superior Court.

34. Additionally, in early 2020, our firm served as lead counsel in a class action jury trial in the Central District of California involving the class and PAGA representative claims of over 23,000 employees which successfully resolved in the midst of trial for $8,500,000.

35. Our firm has settled many high-stakes class and representative actions. Hawkins' settlements have directly compensated hundreds of thousands of California workers and consumers. Hawkins' actions have also forced employers to modify their policies for the benefit of employees including changing the compensation structure for certain employees and changing practices to ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting class and PAGA enforcement actions, Hawkins has secured millions of dollars for workers and in civil penalties for the State of California.

36. Here, the Parties' agreement to pay Class Counsel Fees of 1/3rd of the Gross Settlement Amount (i.e. $91,666.66) is reasonable. Plaintiff's counsel has borne the entire risk and cost of this litigation on a pure contingency fee basis. The legal issues raised drew significantly upon my firms and co-counsel's experience and the extensive review and analysis of documents and information by me and others at my firm and our co-counsels'. In a complex action such as this,

the proposed attorneys' fees are, at the very least, on the low side of the market rate for contingency fees.

37. My firm as Class Counsel, on behalf of Plaintiff and the Settlement Class Members, invested approximately **185.40** documented hours litigating this matter through the date of this declaration for a total lodestar of **$142,945.00** in fees, broken down as follows: my rate of $1,050 per hour x 66.20 hours = $69,510.00; Gregory Mauro's rate of $850 per hour x 76.30 documented hours = $64,855.00; and paralegal Melissa Whitson's rate of $200 x 42.90 hours = $8,580.00. It is also anticipated and estimated that Greogry Mauro will expend an additional 10 undocumented hours litigating this matter. Gregory Mauro's rate of $850 per hour x 10 additional hours = $8,500.00 in additional undocumented fees. Accordingly, the total lodestar, including the anticipated undocumented hours is $**151,445.00**.

38. In addition to the requested attorneys' fees, our office has expended a total of **$13,418.48** in costs in prosecuting this action. These costs have been necessary costs associated with prosecution of this important matter. Counsel for Plaintiff respectfully requests the Court grant the request to have these costs repaid from the Settlement. Attached as **Exhibit C** is a true and correct copy of my firm's Costs and Billing Detail.

39. Despite the complexity of the case, Class Counsel has, through the investment of substantial effort and the resources of my law firm been able to secure an outstanding settlement on behalf of the Settlement Class. Plaintiff would have faced substantial legal and factual obstacles in demonstrating that class certification was appropriate. Plaintiff would also have been required to establish a significant amount of witness testimony, pattern and practice evidence, statistical evidence, sampling evidence, expert testimony, and other evidence in order to present their case both at the class certification stage and trial. Defendants have vigorously contested liability, the amount of claimed damages, and the propriety of class certification, and would have continued to do so through trial. Accordingly, I believe the Settlement to be fair, reasonable, and adequate and in the best interests of the Settlement Class. The fairness and adequacy of the Settlement is confirmed by all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, the various defenses asserted by Defendants, and numerous

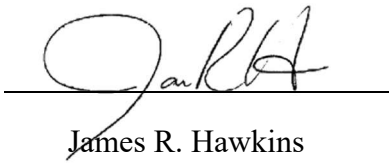
potential appellate issues.

REASONABLENESS OF THE NAMED PLAINTIFF'S ENHANCEMENT AWARD

40. The parties request payment of the Class Representative Enhancement Award from the non-reversionary Gross Settlement Amount to the Class Representative in the amount of $7,500.00 each, in addition to the payment they are otherwise entitled to receive as Class Members. The proposed Enhancement or Service Award is reasonable compensation given the time and effort that the Plaintiff devoted to this case; the valuable assistance he provided to Class Counsel; and the fact that he entered into a general release of claims that is broader than the release of the Class.

41. Plaintiff provided invaluable assistance to Class Counsel and the Class in this case, including providing factual background for the Class Complaint; reviewing the relevant documents, and Complaint; preparing for and participating in full day mediation; participating in phone calls with their lawyers to discuss litigation and settlement strategy; and reviewing the settlement documents. Plaintiff agreed to participate in this case with no guarantee of personal benefit. The Court already found the requested Enhancement Award to be reasonable, as they were preliminarily approved per the Court's March 26, 2025 Order granting Preliminary Approval (**Exhibit A**).

I declare under penalty of perjury that the foregoing is true and correct. Executed on July 10, 2025 at Irvine, California.



James R. Hawkins

EXHIBIT A

Envelope: 18751568
Reviewed By: L. Zenzen
on 3/26/2025 4:30 PM

Filed
April 3, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
22CV404498
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Attorneys for Plaintiff RAMON AGUILA
individually and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

RAMON AGUILA, individually and on behalf of all others similarly situated,

Plaintiff,

v.

BECTON AND DICKINSON; APIDEL TECHNOLOGIES, LLC; and DOES 1 - 50, inclusive,

Defendant.

Case No.: 22CV404498

Judge: Hon. Theodore C. Zayner
Department: 19

~~[AMENDED PROPOSED]~~ ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: January 22, 2025
Time: 1:30 p.m.

ORDER

This matter came on for hearing on January 22, 2025 in Department 19 of the above-captioned Court on the Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"), upon the terms and conditions set forth in the Class Action and PAGA Settlement Agreement (hereinafter "Settlement Agreement" or "Settlement") attached as Exhibit 1 to the Declaration of James Hawkins filed in support of the Motion.

On January 22, 2025 the Court issued a Tentative Ruling and Minute Order regarding the instant Motion, tentatively granting the Motion pending modifications to the Settlement Agreement and Class Notice. On February 13, 2025, the Parties submitted a Stipulation and Order designating a *cy pres* recipient, as the Court ordered. The Parties included as 'Exhibit A' to the Stipulation and Order, an Amendment to the Settlement Agreement (hereinafter "Amendment") modifying section 7.4 of the Settlement to designate The Delancy Street Foundation as *cy pres* recipient. On February 18, 2025, the Parties also submitted a Supplemental Declaration of James Hawkins in support of the Motion, which included an amended proposed Class Notice (attached as Exhibit C thereto), as ordered by the Court. On March 17, 2025, the Court signed the Parties' Stipulation and Order, approving the *cy pres* designation and the Amendment to the Settlement. By way of this Order, the Court also approves the amended proposed Class Notice (hereinafter "Class Notice") attached as Exhibit C to the Supplemental Declaration of James Hawkins filed February 18, 2025. Pursuant to the Court's January 22, 2025 Tentative Ruling and Minute Order, the Parties have made all necessary modifications for the Court to grant preliminary approval of the instant Class Action and PAGA Settlement.

The Court, having fully reviewed the Motion, the Memorandum of Points and Authorities and Declarations filed in support thereof, the Settlement Agreement, including the Notice of Proposed Settlement of Class and PAGA Action attached as Exhibit A to the Settlement Agreement, the Amendment to the Settlement, and in recognition of the Court's duty to make a preliminary determination as to the reasonableness of any proposed class action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to Class Members in accordance with due process requirements, and to set a Final Approval Hearing to consider the

proposed Settlement Agreement as to the good faith, fairness, adequacy and reasonableness of any proposed settlement, and having heard the argument of Counsel for the respective parties, and good cause appearing, **HEREBY GRANTS THE MOTION IN ITS ENTIRETY AND MAKES THE FOLLOWING DETERMINATIONS AND ORDERS**:

This Order incorporates by reference the definitions of the Settlement Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement, unless otherwise defined herein.

It appears to the Court on a preliminary basis that the Gross Settlement Amount ("GSA") is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, the liability and damages issues involved, and the potential for appeals. It further appears that sufficient investigation, research, and litigation has been conducted such that counsel for the Parties at this time is able to reasonably evaluate their respective positions. It further appears that the Settlement at this time will avoid substantial costs, delay and risks that would be presented by the further prosecution of the litigation. It further appears that the proposed Settlement has been reached as the result of intensive, serious and non-collusive negotiations between the Parties. ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE COURT HEREBY ORDERS THAT THE CLASS BE CONDITIONALLY CERTIFIED FOR SETTLEMENT PURPOSES ONLY, AND THAT JAMES HAWKINS, APLC BE CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS COUNSEL. MORE SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

The Court finds on a preliminary basis that the Settlement between Plaintiff and Defendants appear to be within the range of reasonableness of a settlement which could ultimately be given final approval by this Court. The Court preliminarily finds that the terms of the Settlement are fair, reasonable, and adequate, pursuant to Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

The Court notes that Defendants have agreed to a non-reversionary GSA of $275,000.00.

Defendants will pay out the entirety of the GSA to the Settlement Administrator for distribution to the Participating Class Members and Aggrieved Employees, less deductions for Class Counsel's Fees and Expenses, the Class Representative Service Payment, reasonable expenses of the third-party Settlement Administrator, and the LWDA for PAGA penalties, as set forth in the Settlement Agreement.

The Court finds that the elements of numerosity, commonality, typicality and adequacy have been established to support conditional certification of the Class for settlement purposes, with Plaintiff acting as the Class Representative.

The Court hereby appoints, for settlement purposes, Plaintiff RAMON AGUILA as the Class Representative and finds Plaintiff is an adequate representative for the Class for settlement purposes only. The Court further finds that James Hawkins APLC has preliminarily established adequacy to be appointed as Class Counsel and appoints them as Class Counsel.

The Class as identified in the Settlement Agreement is provisionally certified by this Order.

The Court finds that the proposed manner of class notice is adequate.

The Court approves APEX Class Action LLC to serve as the Settlement Administrator.

The Court further hereby approves the Class Notice (attached as Exhibit C to the Supplemental Declaration of James Hawkins filed February 18, 2025) to be mailed to the Class.

The Court finds that the Class Notice constitutes the best notice practicable under the circumstances, is in full compliance with the laws of the State of California and, to the extent applicable, the United States Constitution and the requirements of due process. The Court further finds that the Class Notice fully and accurately informs Class Members of all material elements of the proposed Settlement, of each Class Member's right to be excluded from the Settlement, and each Class Member's right and opportunity to object to the proposed Settlement. The Class Notice adequately advises the Class about: the Actions; the terms of the proposed Settlement and the benefits available to each Class Member; each Class Member's right to participate, submit an exclusion/Opt-Out, or Objection to the proposed Settlement, and the timing and procedures for doing so; the temporary and conditional certification of the Class for settlement purposes only;

preliminary Court approval of the proposed Settlement; timing and procedures for distributing the Gross Settlement and the Individual Settlement Payments to the Participating Class Members; and the date of the Final Approval Hearing as well as the rights of the Class to file documentation in support of or in opposition to and appear in connection with said hearing.

ACCORDINGLY, AND FOR GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES, AS TO FORM AND CONTENT, THE NOTICE OF PROPOSED SETTLEMENT OF CLASS AND PAGA ACTION AND HEARING DATE FOR FINAL COURT APPROVAL ("Class Notice") attached as Exhibit C to the Supplemental Declaration of James Hawkins filed in support of the Motion on February 18, 2025. The Court finds the Class Notice fully and accurately informs the Class of all material elements of the proposed Settlement, of the Class Members' right to be excluded from the Class, and of the Class Members' right and opportunity to object to the Settlement. The Court also finds that mailing the Class Notice to the last known address of the Class Member, as specifically described within the Settlement Agreement, constitutes an effective method of notifying Class Members of the Settlement, is the best notice practicable under the circumstances, and constitutes due and sufficient notice of all persons entitled thereto. ACCORDINGLY, IT IS HEREBY ORDERED that:

Within 14 business days after notice of entry of this Order, Defendants will provide the Class Data to the Settlement Administrator. The Settlement Administrator will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address Database. The Class Data provided to the Settlement Administrator will remain confidential and shall not be shared with either Plaintiff or Class Counsel unless expressly approved by Defendants and Defense Counsel . The Settlement Administrator shall use due care with respect to the storage, custody, use, and/or dissemination of the confidential information. Such information must be stored in a secure fashion and all persons who access the data must agree to keep it confidential.

IT IS FURTHER ORDERED the Settlement Administrator shall mail the Class Notice by first class mail, pursuant to the terms set forth in the Settlement Agreement.

IT IS FURTHER ORDERED The Court preliminarily approves the procedure for

exclusion from the Settlement. A Class Member may only exclude themselves from the Settlement by submitting a valid opt-out request ("Opt-Out Request"). A valid Opt-Out Request must be in writing and must:

(i) contain the Class Member's full name and current address, telephone number, and the last four digits of the Social Security number of the Class Member;

(ii) be signed by the Class Member;

(iii) include a statement clearly expressing the Class Member's desire to be excluded from (or opt out of) the Settlement; and

(iv) be postmarked on or before the deadline.

Any Class Members who worked during the PAGA Period will still be considered Aggrieved Employees for purposes of the Settlement Agreement, regardless of whether they opt out of being a Class Member in the Settlement.

IT IS FURTHER ORDERED Any Class Member who fails to submit a timely, complete, and valid Opt-Out Request will be barred from opting out of the Settlement Agreement or the settlement, unless otherwise ordered by the Court. If the Settlement Administrator receives a timely Opt-Out Request that is incomplete, it will make reasonable attempts to contact the class member to cure the defect. The Settlement Administrator will not consider any Opt-Out Request postmarked after the end of the Notice Period, but will report its receipt of any such requests to Class Counsel and counsel for Defendants. It shall be presumed that if an Opt-Out Request is not postmarked on or before the end of the Notice Period, the Class Member did not make the request in a timely manner. Absent good cause found by the Court, a declaration submitted by any Class Member attesting to the mailing of an Opt-Out Request on or before the expiration of the Notice Period shall be insufficient to overcome the conclusive presumption that the Opt-Out Request was untimely. Under no circumstances shall the Settlement Administrator have the authority to extend the deadline for Class Members to submit a request to opt out of the settlement without the Parties' joint written consent.

IT IS FURTHER ORDERED The Court preliminarily approves the proposed procedure for objecting to the Settlement. Any Class Member who does not opt out of the Settlement may

object to the Settlement, and even then they may only object to the class action components of the Settlement, as set forth in the Settlement Agreement. Any written objection must be sent to the Settlement Administrator (who shall promptly provide a copy to Class Counsel and counsel for Defendant) by the deadline. Class Counsel will ensure that any written objections get filed with the Court concurrently with the final approval documents by having it attached to the Settlement Administrator's Declaration. In addition, Class Members may appear at the final approval hearing to state their objection even if they do not submit a written objection to the Settlement.

IT IS FURTHER ORDERED Class Counsel and/or Defendants' counsel may, up to five (5) calendar days before the Final Hearing Date, file responses to any written objections submitted to the Court.

If a Class Member submits both an Opt-Out Request and an objection (regardless of which came first), the objection shall nullify the Opt-Out Request and the Class Member will be deemed a Participating Class Member. To the extent any Participating Class Member objects to the Settlement and such objection is overruled in whole or in part, such individuals will be bound by the Court's Final Approval Order.

IT IS FURTHER ORDERED that any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to attempt to resolve the dispute without involving the Court.

IT IS FURTHER ORDERED that the Final Approval Hearing shall be held on **August 1, 2025** at 1:30 p.m., or such later date and time that are convenient to the Court, in Department 19 of the above captioned Courthouse to consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this Order Granting Preliminary Approval, and to consider the application of Class Counsel for an award of attorneys' fees, costs, Plaintiff's Class Representative Service Payment, and the expenses of the Settlement Administrator. The Court may continue the Final Approval Hearing to another date at its discretion.

IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting

Final Approval and application for attorneys' fees and costs, class representative service payment, and settlement administration expenses, shall be filed with this Court and served on all counsel no later than sixteen (16) court days before the date set for the Final Approval Hearing.

IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file an Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any reason whatsoever, the Settlement Agreement and the proposed Settlement which is the subject of this Order and all evidence and proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Parties to the litigation as more specifically set forth in the Settlement Agreement.

IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in this matter except those contemplated herein and in the Settlement Agreement are stayed.

The Court expressly reserves the right to adjourn or continue the Final Fairness Approval Hearing from time to time without further notice to the Class.

IT IS SO ORDERED.

Dated: March 28, 2025~~, 2024~~

HON. THEODORE C. ZAYNER
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On March 26, 2025, I served on the interested parties in this action the following document(s) entitled:

[AMENDED PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Alma@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

SERVICE LIST

(See Attached Service List)

[XX] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on March 26, 2025, at Irvine, California

Alma Chavarin

Alma Chavarin

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Attorneys for Defendant
BECTON AND DICKINSON

EXHIBIT B

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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement" or "Settlement") is made by and between plaintiff Ramon Aguila ("Plaintiff"), on one hand, and defendants Apidel Technologies, LLC ("Apidel") and Becton, Dickinson and Company (erroneously named by Plaintiff as Becton and Dickinson) ("BD," and together with Apidel, "Defendants"), on the other hand. The Agreement refers to Plaintiff and Defendants collectively as the "Parties," or individually as "Party."

1. DEFINITIONS

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

1.1. "Actions" collectively means Plaintiff's lawsuits titled: (1) *Ramon Aguila v. Becton and Dickinson, et al*., originally filed in Santa Clara Superior Court as Case No. 22CV401816 and removed to the United States District Court for the Northern District of California and designated Case No. 22-cv-06670 EJD ("Federal Court Action"); and (2) *Ramon Aguila v. Becton and Dickinson*, *et al*., filed in Santa Clara Superior Court and designated Case No. 22CV404498 ("State Court Action"), as amended.

1.2. "Administrator" or "Settlement Administrator" means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administrator Expenses" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval.

1.4. "Aggrieved Employees" means all individuals who were employed by Apidel and staffed at a BD facility in California and classified as a non-exempt employee at any time during the PAGA Period.

1.5. "Class Period" means the period of time from August 8, 2018 through the earlier of June 13, 2024 or the date the Court grants preliminary approval of this Settlement.

1.6. "Class" or "Class Members" means all individuals who were employed by Apidel and staffed at a BD facility in California and classified as a non-exempt employee at any time during the Class Period. Defendant represents there are approximately 113 Class Members, as of the time of mediation.

1.7. "Class Counsel" means James Hawkins APLC and its attorneys including James R.

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Hawkins, Gregory Mauro, Michael Calvo, Lauren Falk and Ava Issary.

1.8. "Class Counsel Fees" and "Class Counsel Expenses" mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

1.9. "Class Data" means Class Member identifying information in Defendants' possession including the Class Member's name, employee ID number, last-known mailing address, Social Security number, email address (if known and available to Defendants), number of Workweeks during the Class Period, and number of PAGA Pay Periods.

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.

1.11. "Class Notice" means the NOTICE OF PROPOSED SETTLEMENT OF CLASS AND PAGA ACTION AND HEARING DATE FOR FINAL COURT APPROVAL, as approved by the Court and in substantially the same form as that attached as **Exhibit A** and incorporated by reference into this Agreement.

1.12. "Class Representative" means Plaintiff Ramon Aguila.

1.13. "Class Representative Service Payment" means the service payment made to Plaintiff as Class Representative in order to compensate him for initiating the Actions, performing work in support of the Actions, undertaking the risk of liability for Defendants' expenses, and for the general release of all claims by the Plaintiff.

1.14. "Court" means the Superior Court of California, County of Santa Clara.

1.15. "Defense Counsel" means (1) Spencer C. Skeen and Marlene M. Moffitt of Ogletree, Deakins, Nash, Smoak & Stewart, P.C., Attorneys for BD; and (2) Christopher Ward, Kevin Jackson, and Sara A.L. Abarbanel, Attorneys for Apidel.

1.16. "Effective Date" means the first date upon which all of the following events have occurred:

(a) the Court has held a final fairness and approval hearing and entered the final

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order and Judgment approving the Settlement; and,

(b) the later of: (a) the date sixty (60) days after notice of entry of the final approval order and Judgment, if no motions for reconsideration and no appeals or other efforts to obtain review have been filed; or (b) in the event that a motion for reconsideration, an appeal or other effort to obtain review of the final order and Judgment has been filed, the date sixty (60) days after such reconsideration, appeal or review has been finally concluded. In this regard, it is the intention of the Parties that the Effective Date of Settlement shall not be a date before the Court's order approving the Settlement has become completely final, and there is no timely recourse by any person who seeks to object to or otherwise contest the Settlement.

1.17. "Final Approval Hearing" means the Court's hearing on the motion for final approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.

1.18. "Gross Settlement Amount" means Two Hundred Seventy Five Thousand Dollars and Zero Cents ($275,000) which is the total amount to be paid by Defendants as set forth in this Agreement. Under no condition will Defendants be required to pay more than their respective contribution to the Gross Settlement Amount except as provided herein and in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and Administrator Expenses, all as approved by the Court. Any amounts not approved by the Court shall be added to the Net Settlement Amount to be distributed to Participating Class Members and shall not be grounds to object to or terminate the Settlement. The Gross Settlement Amount is an all-in amount without any reversion to Defendants, with no claim forms required, and excludes employer-side payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall be the separate additional obligation of Apidel.

1.19. "Individual Class Payment" means the amount payable from the Net Settlement Amount to each Participating Class Member, as calculated by the Administrator, and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA.

1.20. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties paid from the Gross Settlement Amount, as calculated by the Settlement Administrator and based on the number of PAGA Pay Periods worked during the PAGA Period.

1.21. "Judgment" means a written order and judgment approving this Settlement on a final basis and incorporating by reference the terms and conditions of this Settlement.

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1.22. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.23. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA from the Gross Settlement Amount as calculated by the Settlement Administrator, under Labor Code section 2699(i).

1.24. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties, Class Representative Service Payment, Class Counsel Fees, Class Counsel Expenses, and Administrator Expenses.

1.25. "Non-Participating Class Member" means a Class Member who opts out of the class portion of this Settlement by submitting a valid and timely Request for Exclusion to the Administrator.

1.26. "Operative Complaint" means the First Amended Class and PAGA Representative Action Complaint filed in the State Court Action that consolidates the claims from the Federal Court Action into the State Court Action for purposes of this Settlement and obtaining court approval of the Settlement.

1.27. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for at least one day during the PAGA Period. Defendant represents there are approximately 3,808 PAGA Pay Periods, as of the time of mediation.

1.28. "PAGA Period" means the period of time from August 8, 2021 through the earlier of June 13, 2024 or the date the Court grants preliminary approval of this Settlement.

1.29. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq.

1.30. "PAGA Notice" means Plaintiff's letter dated August 8, 2022 and any amendments thereto provided by Plaintiff, providing notice to the LWDA of potential Labor Code violations, as required under PAGA.

1.31. "PAGA Penalties" shall mean Thirty Thousand Dollars and Zero Cents ($30,000.00) to be allocated from the Gross Settlement Amount for settlement of PAGA Claims asserted in the Actions, as approved by the Court. If the Court requires a larger allocation, such amount shall be paid from the Gross Settlement Amount and will not be grounds for revoking or objecting to the Settlement.

1.32. "Participating Class Member" means a Class Member who does not submit a valid

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and timely Request for Exclusion.

1.33. "Released Class Claims" shall mean all claims asserted or that could have been alleged arising out of the facts, circumstances, and primary rights as alleged in the Operative Complaint and Actions which occurred during the Class Period; and, expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, and workers' compensation.

1.34. "Released PAGA Claims" shall mean the release from the LWDA, the State of California and Aggrieved Employees of all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the factual allegations stated in the Operative Complaint, the Actions, and the Plaintiff's PAGA Notice, which occurred during the PAGA Period.

1.35. "Released Parties" shall mean Defendants and each of their former and present insurers, brands, concepts, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable with Defendants.

1.36. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the class portion of this Settlement, signed by the Class Member.

1.37. "Response Deadline" means sixty (60) calendar days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her objection to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.38. "Workweek" means any week during the Class Period in which a Class Member worked for at least one day.

2. RECITALS

2.1. On August 8, 2022, Plaintiff commenced the Federal Court Action. Plaintiff's complaint alleged various wage-and-hour violations against Defendants, including those for:

(a) Failure to Pay Wages Including Overtime;
(b) Failure to Provide Meal Periods;
(c) Failure to Provide Rest Periods;
(d) Failure to Pay Timely Wages;

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(e) Wage Statement Violations;
(f) Failure to Indemnify Necessary Business Expenses;
(g) Failure to Pay Reporting Time; and,
(h) Unfair Competition.

2.2. On October 13, 2022, Plaintiff filed the State Court Action. Plaintiff's complaint alleged similar wage-and-hour violations as the Federal Court Action but asserted the claims on a representative basis under PAGA. The alleged Labor Code violations include alleged violations of Labor Code §§ 201—204, 204b, 210, 246—248.7, 256, 226, 226.3, 226.7, 432, 510, 512, 516, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, 1198.5, and the related IWC Wage Orders.

2.3. Defendants denied, and continue to deny, the allegations in the Actions, deny any failure to comply with the laws identified in the Actions, and deny any and all liability for the causes of action alleged.

2.4. Defendants filed motions to compel arbitration in the Federal Court Action and State Court Action. The motion was granted in the State Court Action. However, the motion was denied in the Federal Court Action. Defendants timely appealed the denial.

2.5. Starting November 10, 2023, the Parties participated in a mandatory Ninth Circuit Mediation Assessment Conference with Stephen Liacouras, Chief Circuit Mediator. During that process, the Parties agreed to attend private mediation and participate in informal discovery in connection therewith.

2.6. On March 8, 2024, the Parties participated in a full-day mediation with mediator Lou Marlin, an experienced and highly respected employment law mediator. With Mr. Marlin's expert guidance, the Parties eventually negotiated a complete settlement of the Claims.

2.7. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.8. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Actions have merit or that Defendants bear any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in the Actions have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendants reserve the right to contest certification of any class for any

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reason and reserve all available defenses to the claims in the Action. If the court does not grant either preliminary or final approval of the Settlement, the Parties will stipulate that the case will be returned to its status as of March 15, 2024.

2.9. As part of this Settlement Agreement, the Parties agreed to dismiss the Federal Court Action without prejudice and stipulate to toll the statute of limitations in the Class Action and permit the filing of a First Amended Class and PAGA Representative Action Complaint that consolidates the Federal Court Action into the Pending State Court Action PAGA Action.

2.10. To accomplish the foregoing, the Parties will stipulate to allow Plaintiff to file a First Amended Class and PAGA Representative Action Complaint. Thereafter, the Parties shall file whatever papers necessary to effectuate dismissal of the Federal Court Action without prejudice and agreement to toll the Class Period from the date of its original filing so as to maintain the status quo of the Class Action Complaint from its original filing date.

3. MONETARY TERMS

3.1. Defendants' Respective Contributions to the Gross Settlement Amount. Defendants agree to pay, on a non-reversionary basis, their respective contributions of the Gross Settlement Amount as set forth below, in consideration for Plaintiff and Class Counsel's promises, representations, and obligations set forth in this Agreement.

(a) Defendants' respective payment allocation of the Gross Settlement Amount is follows: Apidel is responsible for paying $137,500 of the Gross Settlement Amount, and BD is responsible for paying $137,500 of the Gross Settlement Amount.

(b) Apidel and BD shall only be responsible for their respective Gross Settlement Amount payment obligation as provided for herein. Apidel shall be responsible for any employer-side taxes resulting from the wage portion of the Individual Class Payment.

(c) The Gross Settlement Amount payment obligations of Apidel and BD are several, not joint or collective. Plaintiff recognizes Apidel and BD shall be responsible only for their Gross Settlement Amount payment obligations as set forth herein.

(d) In the event Apidel or BD fail to satisfy their payment obligation as provided herein and approved by the Court, Plaintiff, in his sole discretion, shall have the option to: a) terminate this Settlement as to only such non-paying Defendant; or b) seek to enforce the Settlement as to only such non-paying Defendant.

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(e) In the event any Defendant does not satisfy its payment obligation as provided herein and approved by the Court, this release will still be effective as to the Defendant who does satisfy their payment obligation. For avoidance of doubt, this release will not be effective and shall not apply or extend to any Defendant that has not satisfied its payment obligation.

(f) The Parties agree there are no circumstances that would require Defendants to pay any amount greater than their allocation of the Gross Settlement Amount in connection with this Agreement, except as provided in Section 9 below. In the event this Agreement is canceled, rescinded, terminated, voided or nullified, however that may occur as permitted herein, or the Settlement is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendants shall have no obligation to pay any of the Gross Settlement Amount. Further, in that event, nothing in this Agreement, the negotiations leading to this Settlement, nor any papers prepared in connection with this Agreement shall be admissible in any proceeding for any purpose whatsoever.

3.2. Payments from the Gross Settlement Amount. The Administrator will make the following payments from the Gross Settlement Amount, in the amounts specified by the Court in its order granting final approval of the Settlement.

(a) To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than ($7,500) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive under this Agreement). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees and Class Counsel Expenses, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

(b) To Class Counsel: A Class Counsel Fees payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be ($91,666.66) and a Class Counsel Expense payment of not more than ($20,000). Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and Class Counsel Expenses no later than 16 court days prior to the Final Approval Hearing. If the Court approves payment of Class Counsel Fees and/or Class Counsel Expenses for less than the amounts requested, the Administrator will allocate the remainder to

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the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fees and/or Class Counsel Expenses. The Administrator will pay the Class Counsel Fees and Class Counsel Expenses using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees and/or Class Counsel Expenses and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

(c) To the Administrator: An Administrator Expenses payment not to exceed $5,990 except for a showing of good cause and as approved by the Court. To the extent the Administrator Expenses is less or the Court approves payment less than $5,990, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

(d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of ($30,000) to be paid from the Gross Settlement Amount, with 75% ($22,500) allocated to the LWDA, and 25% (currently $7,500) allocated to Aggrieved Employees as set forth below.

i. Using the Class Data, the Administrator will calculate the Individual PAGA Payment for the Aggrieved Employees by, first, adding up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employees will then be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by $7,500 (i.e., 25% of the PAGA Payment that is to be allocated to Aggrieved Employees pursuant to PAGA), to calculate the individual's Individual PAGA Payment. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

ii. Aggrieved Employees will received their Individual PAGA Payment regardless of whether they submit a Request for Exclusion.

iii. If the Court approves PAGA Penalties different from the amount requested, the Administrator will use the difference to adjust the Net Settlement Amount.

iv. Individual PAGA Payments shall be allocated and treated as 100% penalties and shall be reported by the Administrator on IRS 1099 Forms.

(e) To Each Participating Class Member: Individual Class Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein.

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i. Using the Class Data, the Administrator shall add up the total number of workweeks for all Participating Class Members. The respective workweeks for each Participating Class Member will then be divided by the total workweeks for all Participating Class Members, resulting in the Class Payment Ratio for each Participating Class Member. Each Participating Class Member's Class Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Participating Class Member's estimated Individual Class Payment.

ii. Each Individual Class Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.).

iii. Individual Class Payments for Class Members who submit valid and timely Requests for Exclusion will be redistributed to Participating Class Members who do not submit valid and timely Requests for Exclusion, on a pro rata basis based on their respective Class Payment Ratios.

iv. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating California Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

4. MOTION FOR PRELIMINARY APPROVAL.

4.1. Within 30 calendar days after execution of this Agreement, Plaintiff shall file with the Court a Motion for Order Granting Preliminary Approval ("Motion") and supporting papers, which shall include this Settlement Agreement and which shall comply with all applicable rules for such Motion. Plaintiff will provide Defendants with a draft of the Motion at least five (5) business days prior to the filing of the Motion to give Defendants an opportunity to review and comment upon the Motion.

4.2. Plaintiff shall submit this Agreement and a copy of the Motion to the LWDA, prior to or concurrently with the filing of the Motion in court.

4.3. Duty to Cooperate. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement and obtain preliminary and final approval of the Settlement. If the Parties disagree on any aspect of the proposed motion for preliminary approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will work together on behalf of the Parties by meeting in person or

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by telephone, and in good faith, to resolve the disagreement. If the Court does not grant preliminary approval or conditions preliminary approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

5. SETTLEMENT ADMINISTRATION

5.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notices; re-mailing Class Notices that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notices and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

5.2. Qualified Settlement Fund. The Administrator shall establish and maintain (as necessary) a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

5.3. Notice to Class Members.

(a) Class Data. Within fourteen (14) business days after notice of entry of the Court's order granting preliminary approval of this Settlement, Defendants shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Class Notices to Class Members. The Class Data shall not be shared with either Plaintiff or Class Counsel unless expressly approved by Defendants and Defense Counsel. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose.

(b) Within fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation substantially in the

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form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member/Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

(c) Not later than seven (7) days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

(d) The deadlines for Class Members' written objections, challenges to workweeks and/or pay period calculations, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

(e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

5.4. Requests for Exclusion (Opt-Outs).

(a) Class Members who wish to exclude themselves (opt-out of) the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (unless otherwise extended as set forth in this Agreement). To be valid, the Request for Exclusion must be in writing and must: (i) be signed by the Class Member; (ii) contain the name, address, telephone number, and the last four digits of the Social Security number of the Class Member requesting exclusion; (iii) clearly state the Class Member does not wish to be included in the Settlement; (iv) be returned via mail, email, or fax to the Settlement Administrator as specified in the Class Notice; and (v) be postmarked on or before the deadline.

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(b) The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

(c) The Administrator's determination of whether the Request for Exclusion is timely and valid shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

(d) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases set forth herein, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

(e) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. In other words, there shall be no right for Aggrieved Employees to request exclusion from the PAGA portion of this Settlement. If a Class Member submits both a Request for Exclusion and an objection (regardless of which came first), the objection shall nullify the Request for Exclusion and the Class member will be deemed a Participating Class Member.

5.5. Challenges to Calculation of Workweeks and Pay Periods. Each Class Member shall have until the Response Deadline (unless otherwise extended as set forth in this Agreement) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

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5.6. Objections to Settlement.

(a) Class Members who submit a valid Request for Exclusion may not object to the Settlement.

(b) Only Class Members who do not submit valid Requests for Exclusion (i.e., Participating Class Members) may object, and even then they may only object to the class action components of the Settlement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees, Class Counsel Expenses, and/or Class Representative Service Payment.

(c) Regardless of whether they submit a written Request for Exclusion, Class Members may not object to the PAGA portion of the Settlement, including without limitation the PAGA Penalties amount or their Individual PAGA Payment.

(d) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (unless otherwise extended as set forth in this Agreement).

(e) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection (regardless of which came first), the objection shall nullify the Request for Exclusion and the Class member will be deemed a Participating Class Member.

5.7. Administrator Duties. The Administrator's duties shall include those set forth in this Agreement and the following:

(a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, motion for preliminary Approval and resulting order, the Class Notice, the motion for final approval including any papers submitted in support of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the final approval motion and resulting order, and Judgment entered pursuant to this Settlement. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

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(b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid), with personal identifying information other than names redacted.

(c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

(d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received, with personal identifying information other than names redacted.

(e) Administrator's Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

(f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court

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attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

6. SETTLEMENT FUNDING

6.1. Funding Date. Defendants will pay their respective contributions for the Gross Settlement Amount to the QSF established by the Administrator within twenty-one (21) calendar days after the Effective Date.

7. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

7.1. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administrator Expenses payment, the Class Counsel Fees payment, the Class Counsel Expenses payment, and the Class Representative Service Payment.

7.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment(s) and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

7.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are retuned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the

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USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

7.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

8. RELEASE OF CLAIMS. As a material part of this Agreement, upon Defendants' payment of the Gross Settlement Amount, Plaintiff, Participating Class Members, Aggrieved Employees, and the LWDA will release claims against all Released Parties as follows:

8.1. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

8.2. Release of PAGA Claims. All Aggrieved Employees, the State of California, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims.

8.3. Plaintiff's General Release. In addition to the releases set forth above, Plaintiff and Plaintiff's former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, agree to a general release of any and all claims, transactions, or occurrences, known or unknown, against Released Parties—which will include without limitation any and all claims that in any way relate to Plaintiff's employment with Apidel and alleged employment with BD, assignment and staffing at BD, separation of employment and alleged employment with Apidel and BD, and any acts that have or could have been asserted in any legal action or proceeding against Defendants, whether known or unknown, arising under State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the Actions or not, including but not limited to any claims under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations

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Code, California Business and Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended) or any Industrial Welfare Commission Wage Order, and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs—now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

(a) Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly acknowledges and waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges this Settlement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement, and that this Settlement contemplates the extinguishment of any such claims. Plaintiff warrants that he has read this Settlement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement or with regard to any facts now unknown to

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Plaintiff relating thereto. Plaintiff further acknowledges this waiver of the provisions of section 1542 was separately bargained for and is an essential and material term of this Agreement.

9. ESCALATOR CLAUSE.

9.1. Based on its records, Apidel estimates that, at the time of mediation, the Class consisted of 113 employees who worked 10,141 workweeks during the Class Period. In the event that the actual number of workweeks worked by Class Members during the Class Period increases by more than 10%, or more than 1,014.1, then Defendants shall increase their contribution to the Gross Settlement Amount on a proportional basis in excess of ten percent. For example, if there were an eleven percent (11%) increase in the number of workweeks for Class Members during the Class Period, the Gross Settlement Amount will increase by 1%, i.e., by $2,750, with Apidel and BD each contributing 50% ($1,375). Alternatively, Defendants will have the option to scale back the Class Period so as not to trigger the escalator.

9.2. In the event the Gross Settlement Amount is increased pursuant to this Paragraph, the Parties agree to submit a stipulation and amended order to the Court reflecting the updated Gross Settlement Amount.

10. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion exceeds 10% of the total of the Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred as of the date Defendants make this election to withdraw. Defendants must notify Class Counsel and the Court of their election to withdraw not later than 10 days after the Administrator sends the final list of Requests for Exclusion to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA portion of the Settlement under Labor Code section 2699(l), a proposed final approval order and Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court

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no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

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

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the final approval order and Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, Aggrieved Employees, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

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13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant preliminary approval or final approval or enter a judgment pursuant to this Agreement, the Parties will stipulate that class certification will be revoked without prejudice, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.3. No Publicity. Plaintiff and Class Counsel will not contact the media about the Settlement or respond to any inquiries by the media regarding the Settlement, other than to state that the matter was amicably settled, and the Court did not find Defendants liable. Plaintiff and their respective counsel also will not post any information about the Settlement on social media or their firms' websites.

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

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

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13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

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

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

13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

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

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

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

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

13.15. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of

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this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

13.17. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

AGREED AS TO FORM AND CONTENT BY THE PARTIES:

Dated: 8/5/2024

Signed by:
168CF1E820804B8...
Plaintiff Ramon Aguila

Dated: July 10, 2024

Steve Conly
Steve Conly [name]
For Becton, Dickinson and Company

Dated: _____

_____
_____[name]
For Defendant Apidel Technologies, LLC

APPROVED AS TO FORM ONLY BY COUNSEL:

Dated: August 5, 2024

James R. Hawkins, Esq.
Gregory Mauro, Esq.
Michael Calvo, Esq.
Lauren Falk, Esq.
Ava Issary, Esq.
JAMES HAWKINS APLC
Attorneys for Plaintiff

this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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AGREED AS TO FORM AND CONTENT BY THE PARTIES:

Dated: _____

_____
Plaintiff Ramon Aguila

Dated: _____

_____
_____[name]
For Becton, Dickinson and Company

Dated: 7/12/24

Amita Patel
AMITA PATEL[name]
For Defendant Apidel Technologies, LLC

APPROVED AS TO FORM ONLY BY COUNSEL:

Dated: _____

_____
James R. Hawkins, Esq.
Gregory Mauro, Esq.
Michael Calvo, Esq.
Lauren Falk, Esq.
Ava Issary, Esq.
JAMES HAWKINS APLC
Attorneys for Plaintiff

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Dated: July 11, 2024

Spencer C. Skeen, Esq.
Marlene M. Moffitt, Esq.
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C
Attorneys for Defendant Becton Dickinson and Company

Dated: _____

Christopher Ward, Esq.
Kevin Jackson, Esq.
FOLEY & LARDNER LLP
Attorneys for Defendant Apidel Technologies, LLC

Docusign Envelope ID: 91EED49C-C6F7-4C21-890B-BC0E5AE60CAF

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS AND PAGA ACTION AND HEARING DATE FOR FINAL COURT APPROVAL]

EXHIBIT C

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: **01/01/1900 to 07/10/2025**
Client: **BECTON - Ramon Aguila**
Matter: **BECTON DICKINSO - Becton Dickinson / Apidel Technologies, LLC - Aguila Ramon**

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
	Balance Forward:		$0.00						
08/08/2022	FIL	Filing Fee - LWDA Notice	$75.00		Unbilled				
08/08/2022	FST	First Legal Network- E-Filing: CA Complaint Pursuant to IN#30209403	$517.80		Unbilled				
08/09/2022	FIL	Filing Fee - LWDA	$75.00		Unbilled				
08/09/2022	POS	Postage - 8.8.22 LWDA and PAGA COMPLAINT	$18.34		Unbilled				
09/27/2022	FST	First Legal Network - Process-Branch; S&C 2, Initial Docs 2, Ntc 2, Order 2 IN#30212421	$575.12		Unbilled				
09/28/2022	FST	First Legal Network - Process Serve (2) - Summons, Class Actions Complaint, Summons - E-Filing - Paga Representative Action Complaint IN#30216387	$2,275.22		Unbilled				
10/17/2022	FST	First Legal Network - E-Filing - Proof of Service IN# 30219274	$39.30		Unbilled				
11/18/2022	POS	Postage - 11.09.22 Cert Mail Postage mailing Amended LWDA	$27.51		Unbilled				
12/02/2022	FST	First Legal Network - Process Serve - S&C, Initial Docs, Order, Ntc (3) IN# 30222171	$648.54		Unbilled				
02/17/2023	FED	FED EX 02.17.23 Standard Overnight Plf's Decl ISO Opp	$28.90		Unbilled				
11/21/2023	MED	Mediation Services IN#2078 CK#11281	$6,000.00		Unbilled				
03/05/2024	POS	Postage - 03.05.24 Crs to Client re Contact	$8.69		Unbilled				
03/15/2024	POS	Postage - 03.15.24 Crs to Client re Contact	$8.69		Unbilled				
04/01/2024	EXA	Expert Analysis IN#240315 CK#11655	$1,600.00		Unbilled				
05/10/2024	POS	Postage-05.01.24-Contact Letter	$8.69		Unbilled				
06/11/2024	POS	Postage - 06.11.24 Crs to Client re Contact	$8.69		Unbilled				
06/26/2024	POS	Postage - Crs to Client re Contact and settlement agreement via certified mail.	$10.64		Unbilled				
09/03/2024	LS	Apex Legal Services- IN#48376 CK#1171	$210.00		Unbilled				
01/02/2025	LDS	Legal Document Server - E-Filing - Proof of service IN# 11020469	$32.25		Unbilled				
07/10/2025	FIL	Filing Fee - Estimated future costs	$250.00		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Total:	$12,418.38	$0.00					
		Balance:	$12,418.38						

Total Fees Billed- - - - - - - - - - - - - - - - - -	**$0.00**
Total Fees Unbilled : - - - - - - - - - - - - - - - -	**$0.00**
Total Fees Received : - - - - - - - - - - - - - - - -	**$0.00**
Total Soft Cost Billed : - - - - - - - - - - - - - -	**$0.00**
Total Soft Cost Unbilled : - - - - - - - - - - -	**$0.00**
Total Soft Cost Received : - - - - - - - - - - -	**$0.00**
Total Hard Cost Billed : - - - - - - - - - - - - -	**$0.00**
Total Hard Cost Unbilled : - - - - - - - - - - -	**$12,418.38**
Total Hard Cost Received : - - - - - - - - - - -	**$0.00**
Total Taxes Billed : - - - - - - - - - - - - - - - -	**$0.00**
Total Taxes Unbilled : - - - - - - - - - - - - - -	**$0.00**
Total Taxes Received : - - - - - - - - - - - - - -	**$0.00**
Total Late Charges Billed : - - - - - - - - -	**$0.00**
Total Late Charges Unbilled: - - - - - - - -	**$0.00**
Total Late Charges Received : - - - - - - - -	**$0.00**
Trust Balance: - - - - - - - - - - - - - - - - - -	**$0.00**

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: **01/01/1900 to 07/08/2025**
Client: **BECTON - Ramon Aguila**
Matter: **BECTON DICKINS - Becton Dickinson / Apidel Technologies -PAGA- Ramon Aguila**

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
	Balance Forward:		$0.00						
12/28/2022	FST	First Legal Network - E-Filing - Proof of Service of Summons/ Complaint IN# 30222171	$39.30		Unbilled				
01/04/2023	FST	First Legal Network - E-Filing - Notice, Case Management Statement IN# 30227367	$83.10		Unbilled				
06/02/2023	FST	First Legal Network - E-Filing - Joint Case management Conference IN# 30240914	$41.55		Unbilled				
07/06/2023	FST	First Legal Network - E-Filing - Opposition, Plaintiffs Request for Judicial Not IN# 30244254	$83.10		Unbilled				
08/29/2023	POS	08.29.23- Certified Mail of Crs to Client re Contact	$5.46		Unbilled				
09/01/2023	FST	First Legal Network - Filing - Joint Stipulation Continuing September IN# 30252348	$63.55		Unbilled				
03/01/2024	FST	First Legal Network - Filing - JOint Stipulation to Continue March IN# 30275374	$112.30		Unbilled				
04/24/2024	FST	First Legal Network			Unbilled				
04/24/2024	FST	First Legal Network - E-Filing - Joint Case Management Conference In# 30279435	$43.75		Unbilled				
07/26/2024	FST	First Legal Network - Fiilng - Joint Case Management Conference IN# 30290822	$43.75		Unbilled				
10/07/2024	LDS	Legal Document Server - E-Filing - Stip and Order IN# 10532470	$35.75		Unbilled				
10/08/2024	LDS	Legal Document Server - E-Filing - stip and Order IN# 10541573	$15.75		Unbilled				
10/11/2024	LDS	Legal Document Server - EFiling - Amendment to Complaint IN# 10561344	$15.75		Unbilled				
11/14/2024	LDS	Legal Document Server - EFiling - Stip and Order IN# 10766368	$50.80		Unbilled				
01/03/2025	LDS	Legal Document Server - E-Filing - Motion Preliminary Approval, Proposed Order, Dec In support, Proof of Service IN# 11019199	$92.25		Unbilled				
02/05/2025	LDS	Legal Document Server - E-Filing - Stip and Order IN# 11274852	$25.00		Unbilled				
02/14/2025	LDS	Legal Document Server - EFiling - Stip and Order IN# 11336400	$52.25		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
02/18/2025	LDS	Legal Document Server - EFiling - Dec In Support IN# 11352554	$32.25		Unbilled				
03/26/2025	LDS	Legal Document Server - EFiling - Proposed Order IN# 11626753-01	$32.25		Unbilled				
03/27/2025	LDS	Legal Document Server - Courtesy Copy - Proposed Order, EFile Order Receipt IN# 11626753-02	$95.00		Unbilled				
04/18/2025	LDS	Legal Document Server - EFiling - Notice Entry of Order IN# 11789541	$37.19		Unbilled				
		Total:	$1,000.10	$0.00					
		Balance:	$1,000.10						

Total Fees Billed- - - - - - - - - - - - - - - - - - - $0.00
Total Fees Unbilled : - - - - - - - - - - - - - - - - $0.00
Total Fees Received : - - - - - - - - - - - - - - - - $0.00
Total Soft Cost Billed : - - - - - - - - - - - - - - $0.00
Total Soft Cost Unbilled : - - - - - - - - - - - $0.00
Total Soft Cost Received : - - - - - - - - - - - $0.00
Total Hard Cost Billed : - - - - - - - - - - - - - $0.00
Total Hard Cost Unbilled : - - - - - - - - - - - $1,000.10
Total Hard Cost Received : - - - - - - - - - - - $0.00
Total Taxes Billed : - - - - - - - - - - - - - - - - $0.00
Total Taxes Unbilled : - - - - - - - - - - - - - - - $0.00
Total Taxes Received : - - - - - - - - - - - - - - - $0.00
Total Late Charges Billed : - - - - - - - - - $0.00
Total Late Charges Unbilled: - - - - - - - - $0.00
Total Late Charges Received : - - - - - - - - $0.00

Trust Balance: - - - - - - - - - - - - - - - - - - - $0.00