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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ALONZO MAYA, individually, and on
behalf of other members of the general public
similarly situated;

 Plaintiff,

v.

FREUDENBERG MEDICAL, LLC, a
Delaware limited liability company; and
DOES 1 through 100, inclusive,

 Defendants.

Lead Case No.: 22STCV38038
Related Case No.: 22PSCV02421

Honorable Lawrence P. Riff
Department 7

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: September 13, 2024
Time: 1:45 p.m.
Department: 7

Complaint Filed: December 5, 2022
Trial Date: None Set

1 This matter has come before the Honorable Lawrence P. Riff in Department 7 of the
2 Superior Court of the State of California, for the County of Los Angeles, on September 13, 2024 at
3 1:30 p.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appeared as counsel for Plaintiff Alonza Maya ("Plaintiff"), and Seyfarth Shaw LLP
5 appeared as counsel for Defendant Freudenberg Medical, LLC ("Defendant") (together, Plaintiff
6 and Defendant are referred to as the "Parties").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Class Action and PAGA Settlement
12 Agreement ("Agreement"), attached as "**EXHIBIT 1**" to the Declaration of Vartan Madoyan in
13 Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. This ruling is
14 based on the Court's determination that the Settlement appears to fall within the range of possible
15 approval as fair, adequate, and reasonable.

16 2. This Order incorporates by reference the definitions in the Settlement Agreement,
17 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
18 Settlement Agreement.

19 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
20 and reasonable. It appears to the Court that extensive investigation and research have been
21 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
22 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
23 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
24 further prosecution of the case. It further appears that the Settlement has been reached as the result
25 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

26 4. The Court preliminarily finds that the Settlement, including the allocations for the
27 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative
28 Service Payment, Administration Expenses Payment, PAGA Penalties, and payments to the

1 Participating Class Members provided thereby, appear to be within the range of reasonableness of a
2 settlement that could ultimately be given final approval by this Court. Indeed, the Court has
3 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
4 finds that the monetary settlement awards made available to the Class Members and the Aggrieved
5 Employees are fair, adequate, and reasonable when balanced against the probable outcome of further
6 litigation relating to certification, liability, and damages issues.

7 5. The Court concludes that, for settlement purposes only, the proposed Class meets
8 the requirements for certification under section 382 of the California Code of Civil Procedure in
9 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
10 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
11 community of interest amongst the members of the Class with respect to the subject matter of the
12 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
13 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
14 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
15 Counsel is qualified to act as counsel for Plaintiff in his individual capacity and as the representative
16 of the Class.

17 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
18 follows:

19 All current and former hourly-paid or non-exempt employees who are or were
20 employed by Defendant in the State of California at any time during the Class Period.

21 7. The Court provisionally appoints Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh,
22 and Vartan Madoyan of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

23 8. The Court provisionally appoints Plaintiff Alonzo Maya as the representative of the
24 Class ("Class Representative").

25 9. The Court provisionally appoints Phoenix Settlement Administrators ("Phoenix") to
26 handle the administration of the Settlement ("Administrator").

27 10. No later than twenty (20) days after the Court grants Preliminary Approval,
28 Defendant shall provide the Administrator with the following information for each Class Member:
(1) the full name, (2) last known mailing address, (3) Social Security number, and (4) number of

Class Period Workweeks, and PAGA Pay Periods (“Class Data”).

11. The Court approves, both as to form and content, the Notice of Class Action Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members’ right to be excluded from the Settlement by submitting a Request for Exclusion, of Class Members’ right to dispute the Workweeks and/or PAGA Pay Periods credited to each of them, and of each Participating Class Member’s right and opportunity to object to the Settlement to the Administrator and/or presenting their objection orally at the Final Approval Hearing. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Administrator to mail the Class Notice by First-Class U.S. Mail to all Class Members no later than fourteen (14) days after receiving the Class Data, pursuant to the terms set forth in the Settlement Agreement.

12. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose to be excluded from the Class Settlement must submit a written request to the Administrator, indicating that they want to exclude themselves (“Request for Exclusion”) in conformity with the requirements set forth in the Class Notice, to the Administrator, postmarked no later than the date which is sixty (60) days from the initial mailing of the Class Notice to Class Members (“Response Deadline”), or, if a Class Notice is returned as undeliverable, the Response Deadline will be extended by fourteen (14) days beyond the date that the Response Deadline expired. 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. All current and former hourly-paid or non-exempt employees who are or were employed by Defendant in the State of California at any time during the PAGA Period (“Aggrieved Employees”), including Non-Participating Class Members, are deemed to release the

claims by Aggrieved Employees and are eligible for an Individual PAGA Payment regardless of whether they opt out of the Class Settlement. 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 Released Class Claims, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department 7 of the Los Angeles County Superior Court, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and the Aggrieved Employees; and determine whether to finally approve the requests for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

14. Class Counsel shall file a motion for final approval of the Settlement and for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment, along with the appropriate declarations and supporting evidence, including the Administrator's declaration, no later than 16 court days before the Final Approval Hearing.

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

16. The Settlement is not a concession or admission, and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts

thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled, declared void, or fails to become effective in accordance with its terms for any reason, or if the Final Approval Date does not occur, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

18. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members and Aggrieved Employees and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: _____

By: _____

The Honorable Lawrence P. Riff
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the below-referenced cases.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Alonzo Maya ("Plaintiff") and Defendant Freudenberg Medical, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the cases entitled *Alonzo Maya v. Freudenberg Medical, LLC.*, Los Angeles County Superior Court, Case No. 22STCV38038, and *Alonzo Maya v. Freudenberg Medical, LLC.*, Los Angeles County Superior Court Case No. 22PSCV02421, which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" mean all current and former hourly-paid or non-exempt employees who are or were employed by Defendant in the State of California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" is the time period from December 5, 2018 through February 6, 2024.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Members" means all current and former hourly-paid or non-exempt employees who are or were employed by Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the time period from September 29, 2021 through February 6, 2024.

"PAGA Settlement" means the settlement and resolution of the Released PAGA Claims.

II. BACKGROUND OF THE LAWSUIT

On December 5, 2022, Plaintiff filed a putative class action lawsuit against Defendant in the Los Angeles County Superior Court, Case No. 22STCV38038 ("Class Action"). On September 29, 2022, Plaintiff gave written notice to Defendant and the California Labor and Workforce Development Agency regarding Defendant's alleged violations of the Private Attorneys' General Act ("PAGA"), and on December 5, 2022, Plaintiff filed a PAGA lawsuit against Defendant in Los Angeles County Superior Court, Case No. 22PSCV02421 ("PAGA Action"). The Class Action and the PAGA Action are collectively referred to as the "Action."

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code Section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA i.e. California Labor Code Sections 2698, *et seq.* Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant has denied and continues to deny all of the allegations in the Action or that it violated any law, and contends that at all times it has complied with the law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has preliminarily appointed [redacted] as the administrator of the Settlement (“Settlement Administrator”) and Plaintiff as the representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Arby Aiwazian
Joanna Ghosh
Vartan Madoyan
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Members will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members, the State of California, and PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Total Settlement Amount is \$3,600,000.00, which is subject to potentially be increased depending on whether the number of Workweeks worked by the Class Members (in the aggregate) exceed a certain threshold. The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount less the following payments: (1) attorneys’ fees, in an amount not to exceed 35% of the Total Settlement Amount (i.e., \$1,260,000.00 if the Total Settlement Amount remains \$3,600,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed [redacted] (\$) (collectively, “Attorneys’ Fees and Costs”) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) to Plaintiff for his services in the Action; (3) the amount of Five Hundred Forty Thousand Dollars and Zero Cents (\$540,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (i.e., \$405,000) (“LWDA Payment”) and the remaining 25% (i.e., \$135,000) will be distributed to PAGA Members (“PAGA Member Amount”); and (4) Settlement Administration Costs in an amount not to exceed [redacted] (\$) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Share, resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contribution in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Total Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Member Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA Member worked for Defendant as an hourly paid or non-exempt employee in California during the PAGA Period. The Settlement Administrator has divided the PAGA Member Amount by the total number of pay periods of all PAGA Employees during the PAGA Period to yield the "PAGA Workweek Value," and multiplied each PAGA Member's individual pay periods during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below). PAGA Members shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

The Workweeks of each Class Member and PAGA Workweeks of each PAGA Member were calculated based on Defendant's records. According to Defendant's records,

- **From December 5, 2018 through February 6, 2024 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **Between September 29, 2021 through February 6, 2024 (i.e., the PAGA Period), you are credited as having worked [REDACTED] PAGA Workweeks.**

If you wish to dispute the Workweeks credited to you, you may submit your dispute by way of written letter that is sent to the Settlement Administrator, which must: (1) contain the case name and number of the Class Action (*Alonzo Maya v. Freudenberg Medical, LLC*, Case No. 22STCV38038); (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security Number; (3) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (4) include information and attach documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct (do not send original documents); and (5) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment (if applicable) is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and

will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon full funding of the Total Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon full funding of the Total Settlement Amount, Plaintiff, the State of California with respect to all PAGA Members, and all PAGA Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means all claims that were alleged or could have been alleged based on the facts in the operative complaint in the Class Action, and arising during the Class Period, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law: (i) failure to pay overtime wages under Labor Code Sec. 510, 1198; (ii) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (iii) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7, 512; (iv) failure to pay minimum wages under Labor Code Sec. 1194, 1197, 1197.1 et seq.; (v) failure to timely pay wages upon termination under Labor Code Sec. 201, 202, 203; (vi) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (vii) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (viii) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (ix) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (x) violation of California’s unfair competition law (Business and Professions Code Sec. 17200, et seq.). The Release Period is the same as the Class Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

“Released PAGA Claims” means all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the operative complaint in the PAGA Action and the PAGA Notice, including those arising from claims for: (i) failure to pay overtime wages under Labor Code Sec. 510, 1198; (ii) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (iii) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7, 512; (iv) failure to pay minimum wages under Labor Code Sec. 1194, et seq., 1197, 1197.1, 1198; (v) failure to timely pay wages upon termination under Labor Code Sec. 201, 202, 203; (vi) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (vii) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (viii) failure to keep requisite payroll records under Labor Code Sec. 1174(d); and (ix) failure to reimburse business expenses under Labor Code Sec. 2800, 2802.

“Released Parties” means Defendant and each of its former and/or current parents,

subsidiaries, affiliates, [partners](#), and any other entities that could be considered to have jointly employed the Class Members or PAGA Members as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will request and Defendant will not oppose attorneys' fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., up to \$1,260,000.00 if the Total Settlement Amount remains \$3,600,000.00) and reimbursement of actual litigation costs and expenses in an amount not to exceed _____ (_____.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff, Class Members, and PAGA Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of up to Twelve Thousand Five Hundred Dollars (\$12,500.00) ("Enhancement Payment"), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be in addition to Plaintiff's individual settlement payment(s) that Plaintiff may be eligible to receive under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed _____ (_____.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes of Workweeks, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, [following final approval of the Settlement](#), you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

As a Class Member and PAGA Member (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter indicating a request to be excluded from the Class Settlement ("Request for Exclusion") to the Settlement Administrator.

A Request for Exclusion must: (1) contain the case name and number of the Class Action (*Alonzo Maya v. Freudenberg*

Medical, LLC., Case No. 22STCV38038); (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security Number; (3) clearly state that you do not wish to be included in the Class Settlement; and (4) be returned by mail to the Settlement Administrator at the specified address below, postmarked **on or before [Response Deadline]**.

[Settlement Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion from the Class Settlement, by, submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (1) contain the case name and number of the Class Action (*Alonzo Maya v. Freudenberg Medical, LLC.*, Case No. 22STCV38038); (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security Number; (3) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) include copies of any papers, briefs, or other documents upon which the objection is based; and (5) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 7 of the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 N. Spring St., Los Angeles, CA 90012, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval hearing may be continued without further notice to Class Members and PAGA Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear by audio or video if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records, including the Final Approval Order and Judgment, in the Action at the Los Angeles County Superior Court, 111 N. Hill Street, Los Angeles, CA 90012, during court business hours, Monday through Friday (except court holidays) or by online by visiting the following website: <https://www.lacourt.org>.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT].