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8 ALEXANDER VALLEJO

9 **UNITED STATES DISTRICT COURT**
10 **SOUTHERN DISTRICT OF CALIFORNIA**

11 ALEXANDER VALLEJO, individually and on
12 behalf of others similarly situated,

13 Plaintiff,

14 vs.

15 STERIGENICS U.S., LLC, a Delaware limited
16 liability company; and DOES 1 through 50,
inclusive,

17 Defendants.
18

Case No. 3:20-cv-01788-AJB-AHG

*Assigned for all purposes to the Hon.
Anthony J. Battaglia, and the Hon.
Magistrate Judge Allison H. Goddard*

**CLASS AND REPRESENTATIVE
ACTION**

**DECLARATION OF HEATHER M.
DAVIS IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: August 24, 2023
Time: 2:00 p.m.
Ctrm: 4A

Complaint Filed: August 5, 2020
FAC Filed: July 14, 2021
SAC Filed: October 15, 2021
TAC Filed: January 6, 2021
Fourth Am. Cx. Filed: December 29, 2022
Trial date: None Set

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1. I am an attorney duly licensed to practice law before all courts of the State of California and all United States District Courts in the State of California. I am a partner of the Protection Law Group, LLP, attorneys of record for named Plaintiff Alexander Vallejo (“Plaintiff”). I have personal knowledge of the facts stated herein and if called as a witness I could and would competently testify thereto.

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1 actions for which I was responsible. In particular, I was often in charge of leading the strategy of the
2 cases and drafting all of the briefs. I received a wide-array of wage and hour class action experience
3 performing the following types of tasks: drafting demurrers; motions to strike and/or dismiss;
4 removing actions from state court to federal court; drafting and responding to written discovery;
5 drafting and opposing discovery related motions; arguing discovery related motions; drafting motions
6 to consolidate related matters; interviewing putative class members and obtaining declarations in
7 connection with class certification; drafting oppositions to motions for class certification; drafting
8 motions for decertification following class certification; conducting exposure analyses to assess the
9 strengths and weaknesses of asserted claims, the likelihood of prevailing at class certification and
10 potential damages resulting from such claims; drafting mediation briefs; serving as the primary contact
11 to in-house counsel; deposing Plaintiff and putative class members; deposing retained expert
12 witnesses; and defending the depositions of corporate witnesses. In short, I played an integral role in
13 all aspects of litigation from the inception of a matter through and beyond class certification.

14 6. During my practice in other jurisdictions and continuing today, I have been primarily
15 devoted to working in employment law and on complex class action and representative litigation and
16 multi-plaintiff work.

17 7. Protection Law Group LLP is a law firm specifically devoted to the representation of
18 employees against Employers in California involving claims relating to violations of the California
19 Labor Code, including claims for failure to pay all wages owed, failure to pay overtime premiums,
20 failure to any meal and rest premiums and failure to provide accurate wage records. The practice of
21 employment law is a very specific, narrow field which requires diligence in an ever-evolving field of
22 substantive and procedural law.

23 8. Although not exhaustive, below is a representative list of several of the wage and hour
24 class actions that I performed substantial work on while I was an attorney with Littler Mendelson,
25 including, but not limited to: *Villacres v. ABM Industries, Inc.*, 189 Cal.App.4th 562 (2010); *Brizuela*
26 *v. Copart, Inc.*, CIVRS11101592, (San Bernardino Superior Court class action settlement); *Augustus*
27 *v. ABM Industries, Inc.*, BC336416, 2 Cal. 5th 257 (2016); *Tagaki v. United Airlines*, 2:11-CV9191
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(Central District class action settlement), *Babasa v. Comerica, Inc.*, 3:11-CV00595, *Leyva v. Medline Industries, Inc.* 5:11-cv-00164 (Central District), *Blue v. Coldwell Banker Residential Brokerage Co.*, BC417335, (Los Angeles Superior Court, class action settlement), and *Acosta v. Texwood Industries, Inc.*, 2:07-cv-03237-DDP-PLA (Central District class action settlement).

9. Since opening my firm, I have served as lead counsel or co-class counsel in several wage and hour class and/or representative actions seeking wages and penalties owed on behalf of employees for which final approval of the settlement or class certification has been granted, including, but not limited to the following:

- *Holzer v. Wedbush Securities, Inc.*, BC550462 (Los Angeles Superior Court wage and hour class action certifying class and appointing Protection Law Group, LLP as class counsel);
- *White v. Windy Pizza Plus, LLC*, Case No BC593377 (Los Angeles Superior Court wage and hour class action certifying class and appointing Protection Law Group, LLP as class counsel);
- *Fong et al. v. Regis Corporation*, 3:13-cv-13-04497 VC, (United States District Court, Northern District of California, appointing Protection Law Group, LLP as class counsel in settlement);
- *Byrd v. Masonite Corp.*, 5:16-cv-00035-JGBKK (United States District Court, Central District of California appointing Protection Law Group, LLP as class counsel in settlement);
- *Utterbach v. Daylight Transport, LLC* BC600994 (Los Angeles Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Mendoza v. Cruise America, Inc.* Case No. RG18922083 (Alameda Superior Court wage and hour class action certifying class and appointing Protection Law Group, LLP as class counsel in settlement);
- *Lemus v. Slater Inc.*, CIVDS1703633 (San Bernardino Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Deluna v. Amerit Fleet Solutions et al.*, CIVDS1721564 (San Bernardino Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Commick v. Prometheus Real Estate Group*, CIV531264 (San Mateo Superior Court wage

- 1 and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 2 • *Martinez v. AMRO Fabricating Corp.*, BC681938 (Los Angeles Superior Court wage and
- 3 hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 4 • *Hernandez v. Access Dental Plan et. al*, 34-2017-00220944 (Sacramento Superior Court wage
- 5 and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 6 • *Fernandez v. Sumitomo Rubber North America, Inc.*, CIVDS 1803211 (San Bernardino
- 7 Superior Court wage and hour class action appointing Protection Law Group, LLP as class
- 8 counsel in settlement);
- 9 • *Stone v. Universal Protection Services*, AAA Case No. 01-15-0002-7497 (American
- 10 Arbitration Association wage and hour class action appointing Protection Law Group, LLP
- 11 as class counsel in settlement);
- 12 • *Fuentes v. Communications Test Design, Inc.* Case No. CIVDS1802427 (San Bernardino
- 13 Superior Court wage and hour class action appointing Protection Law Group, LLP as class
- 14 counsel in settlement);
- 15 • *Hartline v. Senior Operations, LLC*, Case No. BC697665 (Los Angeles Superior Court wage
- 16 and our class action appointing Protection Law Group, LLP as class counsel in settlement);
- 17 • *Carrozzella v. Basalite Concrete Products, LLC*, Case No. 34-2017-00220214 (Sacramento
- 18 Superior Court wage and hour class action appointing Protection Law Group, LLP as class
- 19 counsel in settlement);
- 20 • *Howey v. Battery Systems, Inc.*, Case No. 2026114 (Stanislaus Superior Court wage and hour
- 21 class action appointing Protection Law Group, LLP as class counsel in settlement);
- 22 • *Correa v. Cashbak, LLC*, Case No. BC723845 (Los Angeles Superior Court wage and hour
- 23 class action appointing Protection Law Group, LLP as class counsel in settlement);
- 24 • *Lemus v. Cass Construction*, Case No 37-2017-00028180 (San Diego Superior Court wage
- 25 and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 26 • *Lopez v. Payal Hotels, Inc.* 30-2017-00935941-CU-OE-CXC (Orange County Superior Court
- 27 wage and hour class action appointing Protection Law Group, LLP as class counsel in
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1 settlement);

2 • *Sales v. J.S. International Shipping Corp.*, Case No. 18CIV05048 (San Mateo Superior Court

3 wage and hour class action appointing Protection Law Group, LLP as class counsel in

4 settlement);

5 • *Adams v. West Marine Products, Inc.*, Case No. 19CIV00436 (San Mateo Superior Court

6 wage and hour class and representative PAGA action appointing Protection Law Group, LLP

7 as class counsel in settlement).

8 • *Quijas v. Petfood Express*, Case No. RG18906712) (Alameda Superior Court wage and hour

9 class action appointing Protection Law Group, LLP as class counsel in settlement)

10 • *Trejo v. Teledirect Communications*, Case No. 34-2019-00249262-CU-OE-GDS (Sacramento

11 Superior Court wage and hour class action appointing Protection Law Group, LLP as class

12 counsel in settlement)

13 • *Palmerin v. Golden State Medical Supply*, Case No. 56-2019-00524873-CU-OE-VTA

14 (Ventura Superior Court wage and hour class action appointing Protection Law Group, LLP

15 as class counsel in settlement)

16 • *Quintana v. Stanford Park Hotel*, Case No. 19CIV01194 (San Mateo Superior Court wage

17 and hour class action appointing Protection Law Group, LLP as class counsel in settlement)

18 • *Piceno v. Meyer Distributing*, Case No. CIVDS1829056 (San Bernardino Superior Court

19 wage and hour class action appointing Protection Law Group, LLP as class counsel in

20 settlement)

21 • *Hurns v. Vantage LED*, Case No. CIVDS1833272 (San Bernardino Superior Court wage and

22 hour class action appointing Protection Law Group, LLP as class counsel in settlement)

23 • *McCalebb v. De Well Logistics, LLC*, Case No. BC705076 (Los Angeles Superior Court wage

24 and hour class action appointing Protection Law Group, LLP as class counsel in settlement)

25 10. I am fully familiar with the legal and factual issues in this case and have specific

26 experience litigating complex wage and hour actions as class actions, including employment cases as

27 set forth above.

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1 11. The Settlement presented here only resulted after having engaged in extensive
2 discovery and investigation and is the product of hard-fought litigation and extensive arms' length
3 negotiations. In my opinion as an experienced class counsel, the Settlement is fair, reasonable,
4 adequate, and in the best interests of the Class.

5 **PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

6 12. On August 5, 2020, Plaintiff Alexander Vallejo ("Plaintiff") filed a civil Complaint
7 against Defendant Sterigenics U.S. LLC ("Defendant") in the San Diego County Superior Court, Case
8 No. 37-2020-00027438-CU-OE-CTL (the "Action"). Plaintiff asserted the following claims on behalf
9 of himself other employees of Defendant: (1) unpaid overtime; (2) unpaid meal period premiums; (3)
10 unpaid rest period premiums; (4) unpaid minimum wages; (5) final wages not timely paid; (6) failure
11 to provide accurate wage statements; (7) failure to reimburse expenses; and (8) violation of California
12 Business and Professions Code section 17200, *et seq.*

13 13. Plaintiff's claims for unpaid wages were based on allegations that Defendant required
14 class members work off-the-clock, and hence failed to pay minimum and/or overtime wages to
15 California non-exempt hourly employees for all hours worked, and that class members were subject
16 to a time-rounding policy that on its face was not fair and neutral and implemented in a manner that
17 over time failed to compensate employees for all time under the employer's control.

18 14. Plaintiff's meal period claim was based on allegations that Defendant required class
19 members to miss their meal periods and take late, shortened or interrupted meal periods, and failed to
20 compensate class members the full meal period premium due for missed, shortened, late, or interrupted
21 meal periods. Plaintiff's rest period claim was based on allegations that Defendant required class
22 members to work during rest periods, failed to allow class members to take rest periods, and failed to
23 pay California non-exempt hourly employees the full rest period premium for work performed during
24 rest periods and/or failure to authorize and permit uninterrupted rest breaks. Plaintiff failure to
25 reimburse claim is based on allegations that Defendant failed to reimburse class members for all
26 necessary business-related expenditures and costs incurred during the course and scope of
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1 employment.

2 15. On September 11, 2020, Defendant removed this matter to the United States District
3 Court for the Southern District of California, alleging the Court had jurisdiction over this matter
4 pursuant to 28 U.S.C. §§ 1332(d) (the Class Action Fairness Act of 2005), 1441, and 1446. On
5 September 18, 2020, Defendant filed its first Motion to Dismiss (“MTD”) Plaintiff’s Complaint and/or
6 Strike Portions of the Complaint. On October 8, 2020, Plaintiff filed his Motion to Remand the case
7 back to San Diego County Superior Court. On June 29, 2021, the Honorable Judge Anthony J.
8 Battaglia denied Plaintiff’s Motion to Remand. That same day, Judge Battaglia also granted
9 Defendant’s MTD and/or Strike at to Plaintiff’s sixth cause of action for failure to provide accurate
10 wage statements without leave to amend, and as to the remaining causes of action with leave to amend.
11

12 16. On July 28, 2021, Defendant filed a second MTD Plaintiff’s First Amended Complaint
13 (“FAC”) and/or Strike Class Allegations. On October 4, 2021, the Court granted Defendant’s MTD
14 Plaintiff’s FAC, with leave to amend, but denied Defendant’s Motion to Strike Plaintiff’s class
15 allegations. On October 29, 2021, Defendant filed a third MTD Plaintiff’s Second Amended
16 Complaint (“SAC”), but later withdrew the MTD and refiled it on November 01, 2021. On December
17 14, 2021, the Court granted in part and denied in part Defendant’s MTD. Specifically, Plaintiff’s sixth
18 cause of action for business expense reimbursements was dismissed with leave to amend. On January
19 6, 2022, Plaintiff filed a Third Amended Complaint (“TAC”), which included Plaintiff’s sixth cause
20 of action for business expense reimbursements.

21 17. After several discussions regarding the merits of Plaintiff’s claims and Defendant’s
22 defenses, the Parties agreed to attempt resolution of this matter through a Mandatory Settlement
23 Conference (“MSC”) with Honorable Magistrate Judge Allison H. Goddard (“Judge Goddard”).
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25 18. Prior to the mediation, Counsel for the Parties extensively investigated Plaintiff’s
26 claims and Defendant’s defenses. Class Counsel negotiated an exchange of information sufficient to
27 enable them to fully evaluate the strengths and weaknesses of the claims and defenses raised by each
28 side. Among other things, as a result of the negotiation and related agreements, Defendant provided

1 Class Counsel with detailed information about the Class Members and their claims. Specifically,
2 Defendant provided Plaintiff with a 20% sample of a putative anonymized class list and most recent
3 rates of pay information for each Class Member, copies of employment and compensation policies
4 applicable to Class Members during the relevant period, a sampling of pay stubs and payroll data for
5 Class Members, and data relating to time worked recorded by Class Members.

6 19. On September 26, 2022 and October 28, 2022, after the commencement of both formal
7 and informal written discovery, the Parties participated in two MSCs with Judge Goddard. Although
8 the Action did not resolve after the first MSC, the Parties were able to reach a class-wide settlement
9 during the second MSC. Further negotiations regarding settlement details culminated in the Parties'
10 execution of the Agreement. A true and correct copy of the Joint Stipulation of Class Action and
11 PAGA Settlement (hereafter, "Agreement" or "Settlement Agreement") is attached hereto as **Exhibit**
12 **1.**

13 20. Pursuant to a term of the Agreement, the Parties stipulated to grant Plaintiff leave to
14 file a Fourth Amended Complaint to add two (2) additional causes of action: (i) under the California
15 Labor Code § 226(a) (failure to provide accurate wage statements); and (ii) California Labor Code §
16 2699, *et seq.* On December 20, 2022, Plaintiff provided notice to the Labor and Workforce
17 Development Agency ("LWDA") of similar allegations against Defendant. On December 21, 2022,
18 the Parties filed the Joint Stipulation re: Filing of Fourth Amended Complaint ("Stipulation to
19 Amend"), and Plaintiff filed his Fourth Amended Complaint on December 29, 2022. Defendant filed
20 it Answer to the Fourth Amended Complaint on January 12, 2023.

21 **SUMMARY OF THE SETTLEMENT AGREEMENT TERMS**

22 21. The Settlement Agreement provides that Defendant will pay of \$875,000.00 (Eight
23 Hundred Seventy-Five Thousand Dollars and Zero Cents), the Gross Settlement Amount, in addition
24 to the employer's share of payroll taxes, to settle the Claims of Plaintiff and Class Members consisting
25 of individuals who are members of the class:
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1 All current and former hourly-paid, non-exempt employees of Defendant who were
2 employed by Defendant in the state of California (“Class Members”) at any time
3 between August 5, 2016 and ending on either the date of Preliminary Approval of the
4 Settlement by the Court or sixty-five (65) days from the date of mediation, *i.e.* January
1, 2023, whichever date occurs earlier. (the “Class Period”). There are approximately
264 class members. (Agreement ¶¶ 6 & 7.)

5 22. In addition to the Individual Settlement Payments to Participating Class Members, the
6 Gross Settlement Amount will be used to pay: (1) the Class Representative Enhancement Payment to
7 Plaintiff (Seven Thousand Five Hundred Dollars (\$7,500.00) [Agreement ¶¶ 9 & 45.]); (2) Class
8 Counsel’s Fees (which they will seek in a separate application prior to final approval in an amount up
9 to 30% of the Gross Settlement Amount — \$262,500.00 (Two Hundred Sixty-Two Thousand Five
10 Hundred Dollars and Zero Cents [Agreement ¶¶ 4 & 44]); (3) Class Counsel Costs (for reimbursement
11 of Class Counsel’s reasonable costs and expenses associated with the litigation and settlement of the
12 Action not to exceed \$20,000.00 (Twenty Thousand Dollars and Zero Cents) [Agreement ¶¶ 4 & 44]);
13 (4) the PAGA award \$25,000.00 (Twenty-Five Thousand Dollars and Zero Cents), \$18,750.00 of
14 which will be paid to the to the California Labor and Workforce Development Agency (“LWDA”)
15 with the remaining \$6,250.00 distributed among PAGA Members [Agreement ¶¶ 21 & 47]; and (5)
16 Settlement Administration Costs estimated not to exceed \$10,599.00 [Agreement ¶¶ 37 & 46]. The
17 Parties propose to have ILYM Group, Inc. serve as the Settlement Administrator [Agreement ¶ 36].

18 23. After deducting: (1) the Court-approved Class Counsel’s Fees and Costs; (2) the Court-
19 approved Class Representative Enhancement Payment to Plaintiff; (3) the PAGA Payment to the
20 LWDA and PAGA Members; and (4) the Settlement Administrator Costs from the Gross Settlement
21 Amount, the remaining balance available for distribution (the Net Settlement Amount) shall be
22 distributed to the Participating Class Members, *i.e.* those Class Members who do not opt out of the
23 Settlement Agreement. The Net Settlement Amount will be at approximately \$549,401.00 based on
24 the foregoing deductions, meaning the average Individual Settlement Payment to Participating Class
25 Members (assuming 246 Participating Class Members) is estimated to be \$3,314.39 (Three Thousand
26 Three Hundred Fourteen Dollars and Thirty-Nine Cents). (Agreement ¶ 48.)
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1 24. Each Participating Class Member will receive an Individual Settlement Payment,
2 which means the portion of the Net Settlement Amount distributable to each Participating Class
3 Member. The Settlement Administrator will calculate the total Workweeks for all Participating Class
4 Members by adding the number of Workweeks worked by each Participating Class Member during
5 the Class Period. The respective Workweeks for each Participating Class Member will be divided by
6 the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each
7 Participating Class Member. Each Participating Class Member's Payment Ratio will then be
8 multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated share
9 of the Net Settlement Amount: (Participating Class Member's Workweeks ÷ Workweeks during Class
10 Period) × Net Settlement Amount. (Agreement ¶ 49.)
11

12 25. Each PAGA Member will receive a share of the PAGA Payment. The Settlement
13 Administrator will calculate the total Pay Periods for all PAGA Members by adding the number of
14 Pay Periods worked by each PAGA Member during the PAGA Period. The respective Pay Periods for
15 each PAGA Member will be divided by the total Pay Periods for all PAGA Members, resulting in the
16 Payment Ratio for each PAGA Member. Each PAGA Member's Payment Ratio will then be multiplied
17 by the employee portion of the PAGA Payment to calculate each PAGA Member's estimated share of
18 the PAGA Payment: (PAGA Member's Pay Periods ÷ Pay Periods during PAGA Period) x \$6,250.00
19 (the employee portion of the PAGA Payment). PAGA Members shall receive this portion of the PAGA
20 Payment and will be deemed to have released any claim arising out of PAGA regardless of whether
21 they opt out of the participation regarding the class claims. (Agreement ¶ 50.)
22

23 26. The entirety of the Net Settlement Amount will be distributed to Participating Class
24 Members. Any amounts attributable to Class Members who validly and timely request exclusion will
25 be distributed pro rata to Participating Class Members. Checks issued to Participating Class Members
26 shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of
27 their issuance and then shall become void on the 181st day after mailing. Any unclaimed funds from
28 the Net Settlement Amount as a result of any Participating Class Members' failure to cash their

1 Individual Settlement Payment check shall be transmitted by the State of California Controller's Office
2 Unclaimed Property Fund. (Agreement ¶ 65.)

3 27. As part of the Settlement Agreement, upon the complete funding of the Gross
4 Settlement Amount and all applicable employer-side payroll taxes, Plaintiff, Participating Class
5 Members, PAGA Members, the State of California, and the LWDA release the Released Parties from
6 each of the Class Members' Released Class Claims and Released PAGA Claims defined in the
7 Settlement Agreement as:

8 Released Class Claims

9 "[A]ny and all claims, rights, demands, liabilities and causes of action that are alleged,
10 or reasonably could have been alleged based on the facts and claims asserted in the
11 operative Complaint in this Action, and the December 20, 2022 PAGA Notice,
12 including the following claims: (i) failure to pay all regular wages, minimum wages
13 and overtime wages due; (ii) failure to provide meal periods or compensation in lieu
14 thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure
15 to provide complete, accurate wage statements; (v) failure to pay wages timely at time
16 of termination or resignation; (vi) failure to reimburse all business expenses, and (vii)
17 unfair business practices that could have been premised on the claims, causes of action
18 or legal theories of relief described above or any of the claims, causes of action or legal
19 theories of relief pleaded in the operative Complaint. This release shall apply to claims
20 arising during the Class Period. Participating Class Members also shall be deemed to
21 have acknowledged and agreed that that the Released Class Claims are disputed, the
22 payments set forth herein constitute full payment of any amounts alleged due to them
23 for the Released Class Claims, and that California Labor Code Section 206.5 is not
24 applicable." (Agreement ¶¶ 30 & 70.)
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1 Released PAGA Claims

2 “[A]ny and all PAGA claims that could have been asserted under the California Labor
3 Code Private Attorneys General Act of 2004 based on the same or similar factual
4 allegations and claims in the operative Complaint in this Action or any PAGA notice
5 submitted by Plaintiff to the LWDA, for the PAGA Period.” (Agreement ¶¶ 31 & 71.)

6 Release of Additional Claim & Rights by Plaintiff

7 “[A]ll claims known or unknown, accrued or unaccrued, that he has or may have
8 against Released Parties, including execution of a California Civil Code Section 1542
9 release and waiver. In consideration of the monetary sum provided to him by
10 Defendant, and subject to court approval, Plaintiff fully releases and forever discharges
11 the Released Parties from any all actions, causes of action, claims, charges, complaints,
12 liabilities, obligations, promises, agreements, controversies, damages, actions, suits,
13 rights, demands, liens, costs, losses, debts, penalties, fines, wages, liquidated damages,
14 restitutionary amounts, attorneys’ fees and costs, interest, punitive damages and
15 expenses (including, without limitation, back wages, penalties, liquidated damages, and
16 attorneys’ fees and costs actually incurred) or liabilities of whatever kind or nature,
17 whether known or unknown, which Plaintiff has ever had, or hereafter may claim to
18 have, arising on or before the date the Agreement is signed, including, without
19 limitation, any claims for alleged violations of any contracts, express or implied
20 (including but not limited to any contract of employment); any contract or covenant of
21 good faith or fair dealing (express or implied); any tort, including, without limitation,
22 negligence, fraud, misrepresentation under California Labor Code § 970, negligent
23 infliction of emotional distress, intentional infliction of emotional distress, slander and
24 defamation; wrongful or constructive termination; any “retaliation” claims; any claims
25 relating to any breach of public policy; any legal restrictions on Defendant’s right to
26 discharge employees or refuse to hire applicants; and any federal, state, or other
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1 governmental statute, regulation, order or ordinance, including, without limitation: (1)
2 Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin
3 discrimination or harassment, including retaliation for reporting discrimination or
4 harassment); (2) 42 U.S.C. § 1981 (discrimination); (3) sections 503 and 504 of the
5 Rehabilitation Act of 1973 (handicap discrimination); (4) Equal Pay Act, 29 U.S.C. §
6 206(d) (equal pay); (5) Americans with Disabilities Act, 42 U.S.C. § 12100 et seq.
7 (disability discrimination); (6) Family and Medical Leave Act, 29 U.S.C. § 2601 et seq.
8 (family/medical leave); (7) California Fair Employment and Housing Act, Cal. Gov't
9 Code § 12900 et seq. (discrimination or harassment in employment and/or housing,
10 including discrimination or harassment based on race, religious creed, color, national
11 origin, ancestry, disability, marital status, sex (including pregnancy), sexual
12 orientation, or age, including, without limitation, retaliation for reporting
13 discrimination or harassment); (8) California Family Rights Act, Cal. Gov't Code
14 §12945.1 et seq. (family/medical leave); (9) California Labor Code, including but not
15 limited to California Labor Code § 2698 et seq. (PAGA), or any Industrial Welfare
16 Commission Wage Order; (10) the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.;
17 (11) Executive Order 11246 (race, color, religion, sex, and national origin
18 discrimination or harassment); (12) Executive Order 11141 (age discrimination); (13)
19 California Business and Professions Code Section 17200, et. seq., and (14) Employee
20 Retirement Income Security Act, 29 U.S.C. § 1000 et seq. (employee benefits). Plaintiff
21 waives all rights and benefits afforded by California Civil Code Section 1542, which
22 provides:
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24 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
25 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
26 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
27 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
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1 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
2 DEBTOR OR RELEASED PARTY.”

3 (Agreement ¶ 72.)

4 28. The Released Class Claims and the Released PAGA Claims are narrowly tailored to
5 encompass only those claims that are based on the same or similar factual allegations and claims in
6 the operative Complaint in this Action or any PAGA notice submitted by Plaintiff to the LWDA.

7 **THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE – THE SETTLEMENT’S**
8 **TERMS DISCLOSE NO GROUNDS TO DOUBT ITS FAIRNESS**

9 29. The Settlement’s terms provide a significant recovery to Class Members and clearly
10 fall within the range of reasonableness, raising no doubts as to its fairness. The Settlement provides
11 for immediate cash benefits to Settlement Class Members. The amounts Class Members are eligible
12 to receive under the Settlement are commensurate with the Claims released adjusted for risk. The
13 amounts to be paid are not nominal or symbolic. Rather, the Settlement provides real benefits in
14 relation to the claims brought on behalf of Class Members, and the legal and factual grounds Defendant
15 offered in defense of this Action. Additionally, the LWDA will receive a sizable payment
16 (\$18,750.00) as its share of the Settlement attributable to PAGA civil penalties. The monetary
17 recoveries exemplify the fairness, reasonableness, and adequacy of the Settlement and justify its final
18 approval.
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20 **THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE – THE PARTIES**
21 **ENGAGED IN EXTENSIVE INVESTIGATION OF THE CLAIMS WHICH FAVORS**
22 **FINAL APPROVAL**

23 30. The Parties engaged in significant informal discovery, exchanging a considerable
24 amount of information and fully apprising each other of their respective factual contentions, legal
25 theories, and defenses. The Parties negotiated the Settlement with ample knowledge of the claims and
26 defenses and the amounts necessary to properly compensate Class Members, taking into account the
27 strengths, weaknesses, and the risks of going forward with this litigation.
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1 **THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE – LIABILITY IS**
2 **CONTESTED, AND THE SETTLEMENT PROVIDES REASONABLE COMPENSATION**
3 **FOR THE ALLEGED INJURIES**

4 31. Defendant has legal and factual grounds available to it for defending this Class Action.
5 Defendant has denied each of Plaintiff's allegations and/or denied that there was any resulting injury
6 and liability. Considering Defendant's defenses, there was a prospect that the Class may not have
7 obtained certification or, even with certification, would have not been able to recover any damages.

8 **THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE – THE COMPLEXITY,**
9 **EXPENSE, AND LIKELY DURATION OF CONTINUED LITIGATION IN THE ABSENCE**
10 **OF SETTLEMENT FAVORS FINAL APPROVAL**

11 32. Employment class action cases are expensive and time consuming to prosecute. Due to
12 the nature of the claims, continued litigation of this Class Action against Defendant would likely be
13 complex on some issues and expensive, particularly in light of the defense mounted by Defendant.
14 The Settlement avoids the need for a contested class certification motion that would be time consuming
15 and costly for Plaintiff to file, Defendant to oppose, and the Court to decide. The Settlement also
16 avoids a lengthy trial(s) and appeals and provides Settlement Class Members with substantial money
17 now.
18

19 **THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE – THE EXPERIENCE**
20 **AND VIEWS OF CLASS COUNSEL FAVORS FINAL APPROVAL**

21 33. Class Counsel believes this Settlement to be a favorable result for Class Members and
22 supports the Settlement as fair, reasonable, adequate, and in the best interests of the Class.

23 **THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE – THE POSITIVE**
24 **REACTION TO THE SETTLEMENT FAVORS FINAL APPROVAL**

25 34. This Court should construe Class Members' support for the Settlement as a strong
26 indication that the Settlement is fair, reasonable, and adequate and thus deserving of final approval.
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1 The LWDA has also been advised of the Settlement and has not objected to the Settlement or any of
2 its terms.

3 **THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE – THIS COURT**
4 **SHOULD APPROVAL THE PAGA PAYMENT**

5 35. Under the Settlement, \$25,000.00 is allocated to PAGA of which \$18,750.00 is payable
6 to the LWDA as its 75% share of the penalties under the PAGA.

7 36. Further, the LWDA was provided with a copy of the Settlement on January 13, 2023
8 and did not object to the portion of the Settlement it was receiving as its share of penalties under the
9 PAGA.

10 **CLASS COUNSEL’S REQUEST FOR ATTORNEYS’ FEES AND COSTS IS FAIR AND**
11 **REASONBLE**

12 37. Concurrently filed on July 27, 2023, Plaintiff filed his Fee Motion submitting that Class
13 Counsel’s requested percentage of the common fund recovery for attorneys’ fees, 30% of the Gross
14 Settlement Amount (\$262,500.00), is well within the range of reasonableness. Class Counsel
15 respectfully requests that the Court award Class Counsel the requested fee award, equivalent to 30%
16 of the Gross Settlement Amount, as fair and reasonable.

17 38. Here, Class Counsel’s effort resulted in an average payout to Settlement Class
18 Members that exceeds \$1,799.12 each. This is an unusually high recovery for a wage and hour class
19 action. This significant value garnered on behalf of Class Members is attributable to the work and
20 expertise of Class Counsel. Unlike many other cases where a large class recovery is derivative of small
21 recoveries on behalf of thousands of class members receiving small sums, this case involves large
22 individual recoveries and nearly a million dollars in consideration for a Class consisting of 246¹ class
23 members. As such, the requested fee award is fair, reasonable, and adequate.

24 39. The Settlement permits Class Counsel to seek up to \$20,000.00 in costs. As set forth in
25 the Fee Motion, Class Counsel incurred out-of-pocket costs totaling \$4,994.35. For the reasons set
26

27
28 ¹ The Class increased to 320 Class Members at the time of Final Approval.

1 forth in the Fee Motion, Class Counsel respectfully request that the Court award costs in the amount
2 of \$4,994.35.

3 **THE REQUESTED CLASS REPRESENTATIVE'S PAYMENT IS FAIR AND**
4 **REASONABLE AND SHOULD BE APPROVED**

5 40. Plaintiff seeks a Class Representative's Payment in the amount of \$7,500.00. This
6 service award is intended to recognize the time and efforts Plaintiff spent on behalf of the Class, the
7 risks in acting as the class and PAGA representative, the results achieved, and the release of claims he
8 entered into that is broader than that for Class Members. Settlement Agreement ¶¶ 45 & 72.

9 41. Plaintiff has been an extremely active and invaluable participant in this Class Action.
10 Plaintiff was willing and able to prosecute this action and to protect the interests of Class Members.
11 Plaintiff actively participated in all phases of this Class Action, spending substantial time participating
12 in interviews and telephone consultations with Class Counsel who required considerable information
13 pertaining to Defendant's employment policies and procedures. Plaintiff also spent considerable time
14 locating and gathering information and documents in support of the claims, and responding to written
15 inquiries from Class Counsel. This work was undertaken in order to prepare the PAGA exhaustion
16 letter, the original and the amended complaints, to prepare for the mediation, the anticipated
17 certification motion, and, ultimately, trial.

18 42. Plaintiff's willingness to sacrifice and set aside his own personal interests for the
19 benefit of the Class should be rewarded as just compensation for her risks, efforts, and achievements
20 in this case. By agreeing to file this case, Plaintiff assumed the risk of a judgment against him and
21 personal liability for an award of costs to Defendant in the event of an adverse outcome. In class action
22 losses, the class representative may be deemed the losing party and thus potentially liable for the
23 prevailing party's costs. For the risks, a service award is appropriate. Here, Plaintiff is requesting
24 \$7,500.00 (0.857% of Gross Settlement Amount) for all the risks of suing on a class action and PAGA
25 representative basis.
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1 43. Furthermore, to obtain the achieved Settlement on behalf of Class Members, Plaintiff
2 was required to enter into a Complete and General Release that is much broader than the narrowly
3 tailored Class Member Released Claims applicable to Class Members under the Settlement. Settlement
4 Agreement ¶¶ 45 & 72. As a result, Settlement Class Members will share in a \$573,918.41² based on
5 the New Gross Settlement Fund. Had Plaintiff not committed to being the class representative and his
6 individual broad release of claims, there would be no monetary recovery achieved for Class Members.
7 Accordingly, a fair service fee is necessary to ensure that a successful representative receives just
8 compensation for his willingness to take on risks.

9
10 44. Equally significant is the fact that Plaintiff's intention to request a \$7,500.00 Class
11 Representative's Payment was clearly disclosed to each Class Member in the Class Notice Packet.

12 45. Accordingly, a \$7,500.00 Class Representative's Payment (0.857% of Gross
13 Settlement Amount) is fair and reasonable sum in light of Plaintiff's involvement, the risks undertaken,
14 the result achieved, and her broad release of claims.

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28 ² The Gross Settlement Amount listed in paragraph 48 of the Settlement Agreement is \$549,401.00.

**THE COURT SHOULD APPROVE THE PAYMENT TO ILYM GROUP, INC. – THE
SETTLEMENT ADMINISTRATOR**

46. As a part of the preliminary approval process, this Court approved the hiring of ILYM Group, Inc. as Settlement Administrator. ILYM Group, Inc. Settlement Administrators has performed all of its required duties to date and is committed to completing the claims administration process. See generally ILYM Decl. ILYM Group, Inc.'s total costs for the administration of the Settlement, including fees incurred and future costs for completion of administration, are \$10,599.00. Plaintiff respectfully requests that this Court approve payment Settlement Administration Costs to ILYM Group, Inc. in the amount of \$10,599.00 in connection with administering the Settlement.

I declare under penalty of perjury under the laws of the United States and California that the foregoing is true and correct. Executed this 27th day of July, 2023 at El Segundo, California.

Here, to

Heather Davis, Esq.

Exhibit 1

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

12 ALEXANDER VALLEJO, individually and on
13 behalf of others similarly situated,

14 Plaintiff,

15 vs.

16 STERIGENICS U.S., LLC, a Delaware limited
17 liability company; and DOES 1 through 50,
18 inclusive,

19 Defendants.
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Case No. 3:20-cv-01788-AJB-AHG

*Assigned for all purposes to the Hon.
Anthony J. Battaglia*

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

Complaint Filed: August 5, 2020
Trial date: None Set

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff ALEXANDER VALLEJO (“Plaintiff”), individually and on behalf of the Settlement Class and as a PAGA Representative on behalf of the State of California, on the one hand, and Defendant STERIGENICS U.S., LLC (“Defendant”) on the other hand in the lawsuit entitled *Vallejo v. Sterigenics U.S. LLC*, originally filed in the San Diego Superior Court, Case No. 37-2020-00027438-CU-OE-CTL, and subsequently removed to the United States District Court for the Southern District of California Case No. 3:20-cv-01788-AJB-AHG. Plaintiff and Defendant shall be, at times, collectively referred to as the “Parties.” This Agreement is intended by the Parties to fully, finally and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

DEFINITIONS

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.
2. “Action” means the court action entitled *Alexander Vallejo v. Sterigenics U.S. LLC*, currently pending in the United States District Court for the Southern District of California Case No. 3:20-cv-01788-AJB-AHG (removed from the San Diego Superior Court, Case No. 37-2020-00027438-CU-OE-CTL).
3. “Class Counsel” means Heather Davis and Amir Nayebdadash of Protection Law Group LLP. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”
4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of the Action and its expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed thirty (30%) of the Gross Settlement Amount, *i.e.* Two Hundred Sixty-Two Thousand Five Hundred Dollars and Zero Cents (\$262,500.00) and the reimbursement of reasonable costs and

1 expenses associated with the litigation and settlement of the Action, not to exceed Twenty Thousand
2 Dollars (\$20,000.00), subject to the Court's approval. Defendant has agreed not to oppose Class
3 Counsel's request for fees and reimbursement of reasonable costs and expenses in the amount set forth
4 above.

5 5. "Class List" means a complete list of all Class Members that Defendant will diligently
6 and in good faith compile from its records and provide to the Settlement Administrator within fourteen
7 (14) calendar days after the Court enters an Order granting Preliminary Approval of this Settlement.
8 The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include
9 Class Member's: (1) full name; (2) last known home address; (3) last known telephone number; (4)
10 social security number; (5) dates of employment (i.e., hire dates, and, if applicable, re-hire date(s)
11 and/or separation date(s)); (6) total Workweeks during the Class Period; (7) total Workweeks during
12 the PAGA Period; (8) total Pay Periods during the PAGA Period; and (9) any other reasonable
13 information required by the Settlement Administrator in order to effectuate the terms of the Settlement.
14 This is a Material Term of the Settlement, and if Defendant materially fails to comply, Plaintiff shall
15 have the right to void the Settlement.
16

17 6. "Class" or "Class Members" means all current and former hourly-paid, non-exempt
18 employees of Defendant who were employed by Defendant in the state of California at any time during
19 the Class Period.

20 7. "Class Period" means the period from August 5, 2016 and ending on either the date of
21 Preliminary Approval of the Settlement by the Court or sixty-five (65) days from the date of mediation,
22 *i.e.* January 1, 2023, whichever date occurs earlier.

23 8. "Class Representative" means Plaintiff Alexander Vallejo in his capacity as a
24 representative of the Class Members.

25 9. "Class Representative Enhancement Payment" means the amount that the Court
26 authorizes to be paid to Plaintiff in addition to his Individual Settlement Payment, in recognition of
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1 the efforts and risks he has taken in assisting with the prosecution of the Action and in exchange for a
2 General Release of his claims as provided herein.

3 10. "Court" means the United States District Court for the Southern District of California.

4 11. "Defendant" means Sterigenics U.S., LLC.

5 12. "Effective Date" means the later of the following: (1) if no timely objections are filed
6 or if all objections are withdrawn, the date upon which the Court enters Final Approval; (2) if an
7 objection is filed and overruled, the deadline for filing an appeal of the Final Approval order if no such
8 appeal is filed; (3) if any timely appeals are filed, the date of the final resolution (or withdrawal) of
9 any such appeal in a way that does not alter the terms of the Settlement.

10 13. "Employer Taxes" means employer-funded taxes and contributions imposed on the
11 wage portions of the Individual Settlement Payments under the Federal Insurance Contributions Act,
12 the Federal Unemployment Tax Act, and any similar state and federal taxes and contributions required
13 of employers, such as for unemployment insurance.

14 14. "Final Approval" means the date of final affirmation of the Court's signed Order and
15 Judgment granting final approval of this Settlement.

16 15. "General Release" means the broader release of all claims by Plaintiff in the Action,
17 which is in addition to Plaintiff's release of claims as a Participating Class Member.

18 16. "Gross Settlement Amount" means the sum of Eight Hundred Seventy-Five Thousand
19 Dollars and Zero Cents (\$875,000.00) which shall be paid by Defendant into a Qualified Settlement
20 Fund (QSF). The Gross Settlement Amount is non-reversionary, no portion of the Gross Settlement
21 Amount will return to Defendant and includes: (1) payments to Participating Class Members, (2) Class
22 Counsel's fees, (3) Class Counsel's costs, (4) Settlement Administration Costs, (5) Class
23 Representative Enhancement Payment to the Named Plaintiff, and (6) the PAGA Payment of PAGA
24 penalties to be paid to the LWDA and PAGA Members. The Gross Settlement Amount is exclusive
25 of employer's share of any applicable payroll taxes, and any such employer-side payroll taxes shall be
26 paid by Defendant separately and in addition to the Gross Settlement Amount. The Gross Settlement
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1 Amount plus any applicable employer-side payroll taxes shall be the maximum amount Defendant are
2 required to pay under the Settlement.

3 17. "Individual Settlement Payment" means the amount payable from the Net Settlement
4 Amount to each Participating Class Member. Individual Settlement Payments shall be paid by a check
5 made payable to Participating Class Members.

6 18. "Net Settlement Amount" means the funds available for payments to the Participating
7 Class Members, which shall be amount remaining after the following amounts are deducted from the
8 Gross Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement
9 Administration Costs, (4) Class Representative Enhancement Payment to Plaintiff; and (5) the PAGA
10 Payment to the LWDA and PAGA Members.

11 19. "Notice" means the Notice of Class Action Settlement in a form substantially similar
12 to the form attached hereto as **Exhibit A**, in both English and Spanish, that will be mailed to Class
13 Members' last known addresses, and which will provide Class Members with information regarding
14 the Action and information regarding the settlement of the Action.

15 20. "PAGA" means the California Labor Code Private Attorneys General Act of 2004 (Cal.
16 Lab. Code §§ 2698, *et seq.*, "PAGA").

17 21. "PAGA Payment" means the payment to the State of California Labor and Workforce
18 Development Agency ("LWDA") for its seventy-five percent (75%) share of the total amount
19 allocated toward penalties under the PAGA and payments to the PAGA Members of their (25%) share
20 of the total amount allocated toward penalties under the PAGA, all of which are to be paid from the
21 Gross Settlement Amount. The Parties have agreed that Twenty-Five Thousand Dollars and Zero
22 Cents (\$25,000.00) of the Gross Settlement Amount will be allocated toward penalties under the
23 PAGA of which Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00) will
24 be paid to the LWDA and Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00) will
25 be distributed to PAGA Members on a pro rata basis based on Pay Periods (full or partial) worked by
26 the PAGA Members within the PAGA Period. PAGA Members will receive payment from the
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1 employee portion of the PAGA Payment and will be deemed to have released any claims arising out
2 of PAGA regardless of their decision to participate in the class action if the PAGA Payment is
3 approved by the Court.

4 22. "PAGA Period" means the period commencing on August 5, 2019 and ending on either
5 the date of Preliminary Approval of the Settlement by the Court or sixty-five (65) days from the date
6 of mediation, *i.e.* January 1, 2023.

7 23. "PAGA Members" means Class Members who were employed by Defendant during
8 the PAGA Period.

9 24. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
10 Plaintiff or Defendant, individually.

11 25. "Participating Class Members" means all Class Members who do not submit valid and
12 timely Requests for Exclusion.

13 26. "Pay Period" shall mean any two-week period (*i.e.*, the first Pay Period begins on
14 Monday, August 8, 2016 and ends on Sunday, August 21, 2016) during which a Class Member/PAGA
15 Member worked at least one (1) day for Defendant during the Class Period and/or PAGA Period, and
16 based on hire dates, re-hire dates and termination dates.

17 27. "Plaintiff" means Alexander Vallejo.

18 28. "Preliminary Approval" means the Court order granting preliminary approval of the
19 Settlement Agreement.

20 29. "Objection" means a Class Member's valid and timely written objection to the
21 Settlement Agreement. For a written Objection to be valid, it must be submitted by the Response
22 Deadline and include: (a) the objector's full name, signature, address, telephone number, the
23 approximate dates of employment at Defendant in California, last four digits of the Class Member's
24 social security number or employee ID number; (b) the case name and number; and (c) a written
25 statement of all grounds for the objection accompanied by legal support, if any, for such objection; (d)
26 copies of any papers, briefs, or other documents upon which the objection is based, if any; and (e) a
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1 statement describing whether the objector intends to appear at the Final Approval Hearing, either in
2 person or through counsel at the Class Member's expense.

3 30. "Released Class Claims" means any and all claims, rights, demands, liabilities and
4 causes of action that are alleged, or reasonably could have been alleged based on the facts and claims
5 asserted in the operative Complaint in this Action, and the December 20, 2022 PAGA Notice,
6 including the following claims: (i) failure to pay all regular wages, minimum wages and overtime
7 wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide
8 rest periods or compensation in lieu thereof; (iv) failure to provide complete, accurate wage
9 statements; (v) failure to pay wages timely at time of termination or resignation; (vi) failure to
10 reimburse all business expenses, and (vii) unfair business practices that could have been premised on
11 the claims, causes of action or legal theories of relief described above or any of the claims, causes of
12 action or legal theories of relief pleaded in the operative Complaint. This release shall apply to claims
13 arising during the Class Period. Participating Class Members also shall be deemed to have
14 acknowledged and agreed that that the Released Class Claims are disputed, the payments set forth
15 herein constitute full payment of any amounts alleged due to them for the Released Class Claims, and
16 that California Labor Code Section 206.5 is not applicable.

18 31. "Released PAGA Claims" means any and all PAGA claims that could have been
19 asserted under the California Labor Code Private Attorneys General Act of 2004 based on the same or
20 similar factual allegations and claims in the operative Complaint in this Action or any PAGA notice
21 submitted by Plaintiff to the LWDA, for the PAGA Period.

22 32. "Released Parties" means Defendant and Defendant's parent companies, subsidiaries,
23 affiliates, divisions, predecessors, successors, assigns and joint venturers past, present and/or future,
24 and each of their direct and/or indirect officers, directors, members, managers, employees, agents,
25 representatives, attorneys, insurers, partners, investors, shareholders, and administrators.

26 33. "Request for Exclusion" means a valid and timely written statement submitted by a
27 Class Member requesting to be excluded from the Action. To be effective, the Request for Exclusion
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1 must be submitted by the Response Deadline and contain (a) the Class Member's name, signature,
2 address, telephone number, dates of employment at Defendants in California, and the last four digits
3 of the Class Member's Social Security number and/or the Employee ID number (b) the case name and
4 number; and (c) a clear statement requesting to be excluded from the settlement of the class claims
5 similar to the following: "I wish to exclude myself from the class settlement reached in the matter of
6 Vallejo v. Sterigenics U.S. LLC, U.S. District Court for the Southern District Case No. 3:20-cv-01788.
7 I understand that by excluding myself, I will not receive money from the settlement of my individual
8 claims." To be effective, the Request for Exclusion must be post-marked by the Response Deadline
9 and received by the Settlement Administrator. The Request for Exclusion shall not be effective as to
10 the Released PAGA Claims as Class Members have no right to exclude themselves (opt-out) of the
11 PAGA component of the Settlement.
12

13 34. "Response Deadline" shall be sixty (60) calendar days after the Settlement
14 Administrator mails Notice to Class Members and the last date on which Class Members may submit
15 Requests for Exclusion, written Objections to the Settlement, or Workweek Disputes. In the event the
16 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day
17 on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion or
18 Objections will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice
19 by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which
20 case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.
21 The Response Deadline may also be extended by express agreement between Class Counsel and
22 Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to
23 unilaterally extend the deadline for Class Members to submit a Request for Exclusion or Objection to
24 the Settlement.

25 35. "Settlement" means the disposition of the Action pursuant to this Agreement.
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36. “Settlement Administrator” means ILYM Group, Inc. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

37. “Settlement Administration Costs” mean the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class member Workweeks/Pay Periods from the information contained in the Class List, calculating each Participating Class Member’s Individual Settlement Payment and each PAGA Member’s PAGA Payment, calculating the amounts of withholding for payments, calculating the employer’s share of payroll taxes, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. Settlement Administration Costs shall not exceed Ten Thousand Five Hundred Ninety-Nine Dollars and Zero Cents (\$10,599.00).

38. “Workweek” shall mean any calendar week (i.e., a week beginning with Monday and ending with Sunday) during which a Class Member/PAGA Member worked at least one (1) day for Defendant during the Class Period and/or PAGA Period, and based on hire dates, re-hire dates and termination dates.

TERMS OF AGREEMENT

39. Conditional filing of Amended Complaint: For purposes of Settlement only, the Parties will stipulate to the filing of an amended complaint adding a claim for failure to provide accurate wage statements, and a claim under California Labor Code §§ 2698, *et seq.* (PAGA). Defendant will not object to Plaintiff's standing to assert these claims. The Parties agree that the Settlement is conditioned upon Plaintiff successfully amending the Complaint as set forth herein.

40. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes following Final Approval by the Court and the occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the

1 Individual Settlement Payments, the Class Representative Enhancement Payment, Class Counsel's
2 Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as specified in this
3 Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as a
4 result of a potential increase in the number of Workweeks as set forth below in paragraph 41,
5 Defendant shall not be required to pay more than the Gross Settlement Amount plus any applicable
6 employer-side payroll taxes. The Gross Settlement Amount is non-reversionary; no portion of the
7 Gross Settlement Amount will revert to Defendant.

8
9 41. Potential Increase to the Gross Settlement Amount: Defendant represented there were
10 approximately 34,000 Workweeks during the Class Period. Should the qualifying Workweeks worked
11 by the Class Members during the Class Period ultimately increase by more than 10% (i.e., by more
12 than 3,400 Workweeks), Defendant shall increase the Gross Settlement Amount on a *pro-rata* basis
13 equal to the percentage increase in the number of Workweeks worked by the Class Members above
14 10%. For example, if the number of Workweeks increases by 11% the Gross Settlement Amount will
15 increase by 1%.

16 42. Funding of the Gross Settlement Amount: Within fourteen (14) calendar days of the
17 Effective Date of the Settlement, as defined in this Agreement, Defendant will deposit the Gross
18 Settlement Amount into a Qualified Settlement Fund ("QSF") to be established by the Settlement
19 Administrator. Defendant shall provide all information necessary for the Settlement Administrator to
20 calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax
21 ID number, its 2022 or 2023 UI Rate, its California Payroll Tax Account Number, and other
22 information requested by the Settlement Administrator, no later than fourteen (14) calendar days after
23 the date on which the Court enters an Order granting Preliminary Approval. This information shall be
24 kept confidential from Plaintiffs. Defendants may not vary from the Court approved scheduling for
25 the funding of the Gross Settlement Amount at all unless the Parties agree otherwise; it is not
26 anticipated there would be a need to alter the funding date. If Defendants have an objection to the
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1 Court approved funding timeline, Defendants must seek *ex parte* relief from the Court about its
2 objection, unless Plaintiffs agree with Defendants otherwise.

3 43. Distribution of the Gross Settlement Amount: No later than fourteen (14) calendar days
4 of the funding of the Settlement, the Settlement Administrator will issue payments for: (a) Individual
5 Settlement Payments; (b) the PAGA Payment to the Labor and Workforce Development Agency and
6 PAGA Members; (c) the Class Representative Enhancement Payment; (d) Class Counsel's Fees and
7 Costs and (e) Settlement Administration Costs. Defendant may not vary from the Court approved
8 scheduling for the distribution of the Gross Settlement Amount at all. If Defendant has an objection to
9 the Court approved distribution timeline, Defendant must seek *ex parte* relief from the Court about its
10 objection, unless Plaintiff agrees with Defendant otherwise.

11 44. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or motion
12 by Class Counsel for attorneys' fees of not more than Two Hundred Sixty-Two Thousand Five
13 Hundred Dollars and Zero Cents (\$262,500.00) plus the reimbursement of reasonable costs and
14 expenses associated with the litigation and settlement of the Action, in an amount not to exceed
15 Twenty Thousand Dollars and Zero Cents (\$20,000.00), both of which will be paid from the Gross
16 Settlement Amount. Any portion of the requested fees or costs that is not awarded to the Class Counsel
17 shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as
18 provided in this Agreement.

19 45. Class Representative Enhancement Payment: Defendant agrees not to oppose or object
20 to any application or motion by Plaintiff for a Class Representative Enhancement Payment of Seven
21 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff. The Class Representative
22 Enhancement Payment is in exchange for the General Release of the Plaintiff's individual claims and
23 for the time, effort and risk in bringing and prosecuting the Action. Any portion of the requested Class
24 Representative Enhancement Payment that is not awarded to the Class Representative shall be
25 reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided
26 in this Agreement. The Class Representative Enhancement Payment is in addition to whatever
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monetary settlement Plaintiff is entitled to recover from the Net Settlement Amount as a Class Member.

46. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Ten Thousand Five Hundred Ninety-Nine Dollars and Zero Cents (\$10,599.00).

47. PAGA Payment: Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00), to the California Labor and Workforce Development Agency ("LWDA"). Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00) will be distributed to PAGA Members on a pro rata basis based on the total number of Pay Periods worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment and will be deemed to have released any claims arising out of PAGA regardless of their decision to opt-out of the class settlement. Pursuant to California Labor Code § 2699(l), Class Counsel will provide a copy of the "long form" Joint Stipulation of Settlement to the LWDA concurrently with the filing of the Settlement documents with the Court.

48. Net Settlement Amount for Payment of Individual Settlement Payments: The Net Settlement Amount will be used to satisfy the Participating Class Members' Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	875,000.00
Enhancement Payment:	\$	7,500.00
Class Counsel's Fees:	\$	262,500.00
Class Counsel's Costs:	\$	20,000.00
PAGA Payment	\$	25,000.00

Settlement Administration Costs: \$ 10,599.00

Estimated Net Settlement Amount \$ 549,401.00

49. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated share of the Net Settlement Amount: (Participating Class Member's Workweeks ÷ Workweeks during Class Period) × Net Settlement Amount.

50. Calculation of Each PAGA Member's Share of PAGA Payment: Each PAGA Member's share of the PAGA Payment will be paid pursuant to the formula set forth herein. The Settlement Administrator will calculate the total Pay Periods for all PAGA Members by adding the number of Pay Periods worked by each PAGA Member during the PAGA Period. The respective Pay Periods for each PAGA Member will be divided by the total Pay Periods for all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate each PAGA Member's estimated share of the PAGA Payment: (PAGA Member's Pay Periods ÷ Pay Periods during PAGA Period) x \$6,250.00 (the employee portion of the PAGA Payment). PAGA Members shall receive this portion of the PAGA Payment and will be deemed to have released any claim arising out of PAGA regardless of whether they opt out of the participation regarding the class claims.

51. Allocation of Individual Settlement Payments and PAGA Payment: All Individual Settlement Payments will be allocated as follows: twenty percent (20%) of each Individual Settlement Payment will be allocated as wages, eighty percent (80%) shall be allocated as non-wages, including interest and penalties. The portion of the Individual Settlement Payment allocated to wages will be

1 reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments
2 will be reported on an IRS Form-1099 by the Settlement Administrator. Individual Settlement
3 Payments shall be paid exclusively from the QSF, pursuant to the settlement formula set forth herein.
4 No portion of the PAGA Payment to PAGA Members will be allocated to unpaid wages. One hundred
5 percent (100%) of the PAGA portion of the Settlement will be treated and paid as civil penalties.
6 Neither Counsel for Plaintiff nor Defendant intend anything contained in this Agreement to constitute
7 advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within
8 the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or
9 otherwise.

10 52. No Credit Toward Benefit Plans: The Individual Settlement Payments made to
11 Participating Class Members under this Settlement, as well as any other payments made pursuant to
12 this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to
13 which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus
14 plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other
15 benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights,
16 contributions, or amounts to which any Class Members may be entitled under any benefit plans.

17 53. Settlement Administration Process: The Parties agree to cooperate in the administration
18 of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses
19 incurred in administration of the Settlement. The Settlement Administrator will provide the following
20 services:

- 21 a) Establish and maintain a Qualified Settlement Fund.
- 22 b) Calculate the Individual Settlement Payment each Participating Class Member is
23 eligible to receive and the portion of the PAGA Payment each PAGA Member shall
24 receive.
- 25 c) Print and mail the Notice.
- 26 d) Conduct additional address searches for mailed Notices that are returned as
27 undeliverable.
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- e) Process Requests for Exclusion, field inquiries from Class Members.
- f) Calculate the amounts of withholding for payments and employer's share of payroll taxes;
- g) Print and issue all settlement payment checks, prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.
- h) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the settlement administration process.
- i) Provide weekly status reports to counsel for the Parties.
- j) Posting a notice of final judgment online at Settlement Administrator's website.
- k) Translate the Notice from English to Spanish.

54. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

55. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

56. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address telephone number and/or Social Security number of the Class Member involved and will then perform a single re-mailing. If any notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current employee, then Defendant shall make all reasonable efforts to obtain the current address from the Class Member and

1 provide the same within seven (7) calendar days of notice from the Settlement Administrator. Those
2 Class Members who receive a re-mailed Notice, whether by skip-trace or by request, will have until
3 the later of (a) fifteen (15) calendar days from the date of the re-mailed Notice or (b) the Response
4 Deadline to postmark a Request for Exclusion, or an Objection to the Settlement.

5 57. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a)
6 information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c)
7 the Class definition; (d) the total number of Workweeks each respective Class Member worked for
8 Defendant during the Settlement Class Period; (e) each Class Member's estimated Individual
9 Settlement Payment and the formula for calculating Individual Settlement Payments; (f) each PAGA
10 Member's estimated portion of the PAGA Payment (if applicable) and the formula for calculating
11 PAGA Members' portion of the PAGA Payment; (g) the dates which comprise the Class Period and
12 PAGA Period; (h) the deadlines by which the Class Member must postmark Requests for Exclusion,
13 Objections to the Settlement, or Workweek Disputes; (h) the claims to be released, as set forth herein;
14 and (j) the date for the final approval hearing.

15 58. Disputed Information on Notice: Class Members will have an opportunity to dispute
16 the information provided in their Notice. To the extent Class Members dispute the number of
17 Workweeks with which they have been credited or the amount of their Individual Settlement Payment
18 or their portion of the PAGA Payment (if applicable), Class Members may produce evidence to the
19 Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting
20 Defendant's records, Defendant's records will be presumed determinative. However, if a Class
21 Member produces evidence to the contrary by the Response Deadline, the Parties will evaluate the
22 evidence submitted by the Class Member and the Parties will make the final decision as to the number
23 of eligible Workweeks that should be applied and/or the Individual Settlement Payment and/or portion
24 of the PAGA Payment to which the Class Member may be entitled. If the Parties do not agree, the
25 dispute will be submitted to the Court.

26 59. Defective Submissions: If a Class Member's Request for Exclusion is defective as to
27 the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s).
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1 The Settlement Administrator will mail the Class Member a cure letter within three (3) business days
2 of receiving the defective submission to advise the Class Member that his or her submission is
3 defective and that the defect must be cured to render the Request for Exclusion valid. The Class
4 Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar days from
5 the date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion. If a
6 Class Member responds to a cure letter by filing a defective claim, then the Settlement Administrator
7 will have no further obligation to give notice of a need to cure. If the revised Request for Exclusion is
8 not postmarked within that period, it will be deemed untimely.

9 60. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
10 Action must sign and postmark a written Request for Exclusion to the Settlement Administrator by
11 the Response Deadline. The Request for Exclusion must include (a) the Class Member's name,
12 signature, address, telephone number, dates of employment at Defendant in California, and the last
13 four digits of the Class Member's Social Security number and/or the Employee ID number; (b) the
14 case name and number; and (c) a clear statement requesting to be excluded from the settlement of the
15 class claims similar to the following: "I wish to exclude myself from the class settlement reached in
16 the matter of Vallejo v. Sterigenics U.S. LLC, U.S. District Court for the Southern District Case No.
17 3:20-cv-01788. I understand that by excluding myself, I will not receive money from the settlement
18 of my individual claims." The date of the postmark on the return mailing envelope receipt confirmation
19 will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.
20 To be effective, the Request for Exclusion must be post-marked by the Response Deadline and
21 received by the Settlement Administrator. All Requests for Exclusion will be submitted to the
22 Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the
23 Requests for Exclusion that were timely submitted. All Class Members who do not request exclusion
24 from the Action will be bound by all terms of the Settlement Agreement if the Settlement is granted
25 final approval by the Court and deemed Effective under this Agreement. The Request for Exclusion
26 shall not be effective as to the release of claims arising under the Private Attorneys General Act.
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1 61. Defendant's Right to Rescind: If Class Members representing more than the aggregate
2 total of ten percent (10%) of the Class Members opt-out of the Settlement, Defendant may, at its
3 election, rescind the Settlement Agreement and all actions taken in furtherance of it will be thereby
4 null and void. Defendant must give written notice to Class Counsel of its intent to rescind the
5 Agreement within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of
6 these opt-outs. If Defendant exercises its right to rescind the Agreement, Defendant shall be
7 responsible for all Settlement Administration Costs incurred to the date of rescission. In such a case,
8 the Parties and any funds to be awarded under this Settlement Agreement shall be returned to their
9 respective statuses as of the date and time immediately prior to the execution of this Agreement, and
10 the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except
11 that any fees already incurred by the Settlement Administrator shall be paid by Defendant.

12 62. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the complete
13 funding of the Gross Settlement Amount, any Class Member who does not affirmatively opt-out of
14 the Settlement by submitting a timely and valid Request for Exclusion will be bound by all of its terms,
15 including those pertaining to the Released Class Claims, as well as any Judgment that may be entered
16 by the Court if it grants final approval to the Settlement. Class Members who opt-out of the Settlement
17 shall not be bound by such Judgment or release. The names of Class Members who have opted-out of
18 the settlement shall be disclosed to the Counsel for both Plaintiff and Defendant and noted in the
19 proposed Judgment submitted to the Court.

20 63. Objection Procedures: To object to the Settlement, a Participating Class Member must
21 postmark a valid Objection to the Settlement Administrator on or before the Response Deadline. The
22 Objection must be signed by the Participating Class Member and contain all information required by
23 this Settlement Agreement including the employees full name, address, telephone number, the last
24 four digits of their social security number and/or Employee ID number, and the specific reason
25 including any legal grounds for the Participating Class Member's objection. The postmark date will
26 be deemed the exclusive means for determining that the Notice of Objection is timely. Participating
27 Class Members who fail to object in the manner specified above will be foreclosed from making a
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1 written objection, but shall still have a right to appear at the Final Approval Hearing. At no time will
2 any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class Members
3 to submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel
4 will not represent any Class Members with respect to any objections to this Settlement.

5 64. Certification Reports Regarding Individual Settlement Payment Calculations: The
6 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which
7 certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion; (b) the
8 number of Notices returned and re-mailed; (c) whether any Class Member has submitted a challenge
9 to any information contained in the Notice; and (d) whether any Class Member has objected to the
10 Settlement. Additionally, the Settlement Administrator will provide to counsel for both Parties any
11 updated reports regarding the administration of the Settlement Agreement as needed or requested.

12 65. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator to
13 Participating Class Members and PAGA Members will be negotiable for at least one hundred eighty
14 (180) calendar days. If a Participating Class Member or PAGA Member does not cash his or her
15 Individual Settlement Payment check and/or PAGA Payment check within 180 days, the uncashed
16 funds, subject to Court approval, shall be distributed to the Controller of the State of California to be
17 held pursuant to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of
18 those Participating Class Members and PAGA Members who did not cash their checks until such time
19 that they claim their property. The Parties agree that this disposition results in no "unpaid residue"
20 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to
21 Participating Class Members and PAGA Members, whether or not they all cash their Individual
22 Settlement Payment check or PAGA payment checks. Therefore, Defendant will not be required to
23 pay any interest on such amounts. The checks for Individual Settlement Payments provided to
24 Participating Class Members and the portions of the PAGA Payment to PAGA Members shall
25 prominently state the expiration date or a statement that the check will expire in one hundred eighty
26 (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual
27 Settlement Payment and/or PAGA Member payment. Expired Individual Settlement Payments and/or
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1 PAGA Member payments will not be reissued, except for good cause and as mutually agreed by the
2 Parties in writing.

3 66. Administration of Taxes by the Settlement Administrator: The Settlement
4 Administrator will be responsible for calculating the amounts of withholding for payments, calculating
5 the employer's share of payroll taxes, and issuing to Plaintiff, Participating Class Members, and Class
6 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant
7 to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll
8 taxes and penalties to the appropriate government authorities.

9 67. Tax Liability: Defendant makes no representation as to the tax treatment or legal effect
10 of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying
11 on any statement, representation, or calculation by Defendant or by the Settlement Administrator in
12 this regard. Plaintiff and Participating Class Members understand and agree that they will be solely
13 responsible for the payment of any taxes and penalties assessed on the payments described herein.
14 Defendant's share of any employer payroll taxes and other required employer withholdings due on the
15 Individual Settlement Payments, including, but not limited to, Defendant's FICA and FUTA
16 contributions, shall be paid separate and apart from the Gross Settlement Amount.

17 68. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section,
18 the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an
19 "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written
20 communication or disclosure between or among the Parties or their attorneys and other advisers, is or
21 was intended to be, nor shall any such communication or disclosure constitute or be construed or be
22 relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31
23 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its
24 own, independent legal and tax counsel for advice (including tax advice) in connection with this
25 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party
26 or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication
27 or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed
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1 on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any
2 limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless
3 of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
4 treatment or tax structure of any transaction, including any transaction contemplated by this
5 Agreement.

6 69. No Prior Assignments: The Parties and their counsel represent, covenant, and warrant
7 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
8 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
9 of action or right herein released and discharged.

10 70. Release by Participating Class Members: Upon the complete funding of the Gross
11 Settlement Amount and all applicable employer-side payroll taxes by Defendant to the Settlement
12 Administrator, Participating Class Members fully and finally release and discharge the Released
13 Parties from the Released Class Claims. This release shall be binding on all Participating Class
14 Members.

15 71. Release by Plaintiff, State of California, LWDA, and PAGA Members: Upon the
16 complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by
17 Defendant to the Settlement Administrator, Plaintiff, all PAGA Members, the LWDA, and the State
18 of California release the Released Parties from the Released PAGA Claims. The Parties intend for
19 this PAGA settlement to have claim preclusion, issue preclusion, or otherwise bar a representative
20 action if an aggrieved employee were to bring a subsequent claim on behalf of the LWDA based on
21 the same factual predicate as this Action and covering the same time.

22 72. Release of Additional Claim & Rights by Plaintiff: Upon the complete funding of the
23 Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant to the
24 Settlement Administrator, Plaintiff releases all claims known or unknown, accrued or unaccrued, that
25 he has or may have against Released Parties, including execution of a California Civil Code Section
26 1542 release and waiver. In consideration of the monetary sum provided to him by Defendant, and
27 subject to court approval, Plaintiff fully releases and forever discharges the Released Parties from any
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1 all actions, causes of action, claims, charges, complaints, liabilities, obligations, promises, agreements,
2 controversies, damages, actions, suits, rights, demands, liens, costs, losses, debts, penalties, fines,
3 wages, liquidated damages, restitutionary amounts, attorneys' fees and costs, interest, punitive
4 damages and expenses (including, without limitation, back wages, penalties, liquidated damages, and
5 attorneys' fees and costs actually incurred) or liabilities of whatever kind or nature, whether known or
6 unknown, which Plaintiff has ever had, or hereafter may claim to have, arising on or before the date
7 the Agreement is signed, including, without limitation, any claims for alleged violations of any
8 contracts, express or implied (including but not limited to any contract of employment); any contract
9 or covenant of good faith or fair dealing (express or implied); any tort, including, without limitation,
10 negligence, fraud, misrepresentation under California Labor Code § 970, negligent infliction of
11 emotional distress, intentional infliction of emotional distress, slander and defamation; wrongful or
12 constructive termination; any "retaliation" claims; any claims relating to any breach of public policy;
13 any legal restrictions on Defendant's right to discharge employees or refuse to hire applicants; and any
14 federal, state, or other governmental statute, regulation, order or ordinance, including, without
15 limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin
16 discrimination or harassment, including retaliation for reporting discrimination or harassment); (2) 42
17 U.S.C. § 1981 (discrimination); (3) sections 503 and 504 of the Rehabilitation Act of 1973 (handicap
18 discrimination); (4) Equal Pay Act, 29 U.S.C. § 206(d) (equal pay); (5) Americans with Disabilities
19 Act, 42 U.S.C. § 12100 et seq. (disability discrimination); (6) Family and Medical Leave Act, 29
20 U.S.C. § 2601 et seq. (family/medical leave); (7) California Fair Employment and Housing Act, Cal.
21 Gov't Code § 12900 et seq. (discrimination or harassment in employment and/or housing, including
22 discrimination or harassment based on race, religious creed, color, national origin, ancestry, disability,
23 marital status, sex (including pregnancy), sexual orientation, or age, including, without limitation,
24 retaliation for reporting discrimination or harassment); (8) California Family Rights Act, Cal. Gov't
25 Code § 12945.1 et seq. (family/medical leave); (9) California Labor Code, including but not limited to
26 California Labor Code § 2698 et seq. (PAGA), or any Industrial Welfare Commission Wage Order;
27 (10) the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; (11) Executive Order 11246 (race, color,
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1 religion, sex, and national origin discrimination or harassment); (12) Executive Order 11141 (age
2 discrimination); (13) California Business and Professions Code Section 17200, et. seq., and (14)
3 Employee Retirement Income Security Act, 29 U.S.C. § 1000 et seq. (employee benefits). Plaintiff
4 waives all rights and benefits afforded by California Civil Code Section 1542, which provides:

5 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
6 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
7 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
8 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
9 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
10 PARTY.

11 73. Nullification of Settlement Agreement: In the event that: (a) the Court does not enter
12 the Preliminary Approval Order and approve the Released Claims specified herein without requiring
13 material changes to the “Basic Settlement Terms” defined as relating to the monetary sums to be paid
14 in the Settlement, the parameters of the Released Claims and the covered Class Period, revisions to
15 the Increase in Workweeks provision contained herein, and revisions to Defendant’s Option to Nullify
16 the Settlement Agreement provision contained herein; (b) the Court does not finally approve the
17 Settlement without requiring material changes to the Basic Settlement Terms as provided herein; (c)
18 the Court strikes or does not approve any material term of this Settlement Agreement; (d) Defendant
19 exercises its option to nullify the Settlement Agreement based on an excessive number of opt-outs, as
20 described in the above; or (e) the Settlement does not become final as written and agreed to by the
21 Parties for any other reason, then this Settlement Agreement, and any documents generated to bring it
22 into effect, will be null and void, all amounts deposited into the QSF will be returned to Defendant,
23 and the Parties shall be returned to their original respective positions. Any order or judgment entered
24 by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the
25 beginning and the Stipulations and Recitals contained herein shall be of no force or effect and shall
26 not be treated as an admission by the Parties or their counsel. Should the Court fail to approve this
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1 settlement for any reason, the Parties agree that they will meet and confer and cooperate in good faith
2 to attempt to reach a settlement that may be approved by the Court.

3 74. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to
4 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval
5 Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b)
6 Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final
7 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice
8 to be sent to all class Members as specified herein. In conjunction with the Preliminary Approval
9 hearing, Plaintiffs will submit this Agreement, which sets forth the terms of the Settlement, and will
10 include the proposed Notice attached as **Exhibit A**. Class Counsel shall prepare and provide
11 Defendant's counsel with no less than five (5) court days to review, provide comments to, and
12 otherwise approve any memorandum of points and authorities and proposed order in support of
13 Plaintiff's motion for Preliminary Approval. Defendant agrees that it will not oppose Plaintiff's
14 motion for Preliminary Approval. Any failure by the Court to fully and completely approve the
15 Agreement as to the Action will result in this Settlement Agreement and the Memorandum of
16 Understanding entered into by the Parties, and all obligations under this Settlement Agreement and
17 the Memorandum of Understanding being nullified and voided.

18 75. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
19 deadlines to postmark Requests for Exclusion or Objections to the Settlement Agreement, and with
20 the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine
21 the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a)
22 Individual Settlement Payments; (b) PAGA Payment; (c) Class Counsel's Fees and Costs; (d) the Class
23 Representative Enhancement Payment; and (d) the Settlement Administration Costs. Class Counsel
24 will be responsible for drafting all documents necessary to obtain Final Approval. Any failure by the
25 Court to fully and completely approve the Settlement Agreement as to all of the Action, or the entry
26 of any Order by another Court with regard to any of the Action which has the effect of modifying
27 material terms of this Agreement as described above or preventing the full and complete approval of
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1 the Settlement Agreement as written and agreed to by the Parties, will result in this Agreement and all
2 obligations under this Agreement being null and void. Class Counsel shall provide Defendant's
3 counsel with no less than five (5) court days to review, provide comments to, and otherwise approve
4 any memorandum of points and authorities and proposed order in support of Plaintiff's Motion for
5 Final Approval. Defendant agrees it shall not oppose the granting of the Motion for Final Approval,
6 provided Defendant has not exercised its right to rescind pursuant to the terms of this Agreement.

7 76. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the
8 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment
9 to the Court for its approval. After entry of the Judgment and Effective Date of this Agreement, the
10 Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and
11 enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-
12 Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

13 77. Exhibits Incorporated by Reference: The terms of this Settlement include the terms set
14 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
15 Any Exhibits to this Settlement are an integral part of the Settlement.

16 78. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute the
17 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
18 in relation to settlement terms may be deemed binding on the Parties.

19 79. Amendment or Modification: This Settlement Agreement may be amended or modified
20 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

21 80. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
22 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
23 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
24 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
25 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with
26 each other and use their best efforts to affect the implementation of the Settlement. If the Parties are
27 unable to reach agreement on the form or content of any document needed to implement the
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1 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
2 this Settlement, the Parties may seek the assistance of the Court or mediator to resolve such
3 disagreement.

4 81. Binding on Successors and Assigns: This Settlement Agreement will be binding upon,
5 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

6 82. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto
7 will be governed by and interpreted according to the laws of the State of California.

8 83. Execution and Counterparts: This Settlement Agreement is subject only to the
9 execution of all Parties. However, the Settlement Agreement may be executed in one or more
10 counterparts. All executed counterparts and each of them, including facsimile and scanned copies of
11 the signature page, will be deemed to be one and the same instrument provided that counsel for the
12 Parties will exchange among themselves original signed counterparts.

13 84. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe this
14 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
15 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
16 account all relevant factors, present and potential. The Parties further acknowledge that they are each
17 represented by competent counsel and that they have had an opportunity to consult with their counsel
18 regarding the fairness and reasonableness of this Settlement.

19 85. Invalidity of Any Provision: Before declaring any provision of this Agreement invalid,
20 the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
21 with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

22 86. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to class
23 certification for purposes of this Settlement only; except, however, that either party may appeal any
24 court order that materially alters the Settlement Agreement's terms.

25 87. Class Action Certification for Settlement Purposes Only: The Parties agree to stipulate
26 to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is
27 not approved, the stipulation to certification will be void. The Parties further agree that certification
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1 for purposes of the Settlement is not an admission that class action certification is proper under the
2 standards applied to contested certification motions and that this Agreement will not be admissible in
3 this or any other proceeding as evidence that either: (a) a class action should be certified or (b)
4 Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

5 88. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
6 dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation.
7 In entering into this Agreement, Defendant does not admit, and specifically denies, is has violated any
8 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute
9 or any other applicable laws, regulations or legal requirements; breached any contract; violated or
10 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
11 conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions,
12 nor any of the negotiations connected with it, shall be construed as an admission or concession by
13 Defendant of any such violations or failures to comply with any applicable law. Except as necessary
14 in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions
15 shall not be offered or received as evidence in any action or proceeding to establish any liability or
16 admission on the part of Defendant or to establish the existence of any condition constituting a
17 violation of, or a non-compliance with, federal, state, local or other applicable law. Except as set forth
18 elsewhere herein, in the event that this Agreement is not approved by the Court, or any appellate court,
19 is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited
20 or affected in any way any claims, rights or remedies, or defenses in the Action, and Defendant will
21 not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the
22 Action. The Parties shall be restored to their respective positions in the Action prior to the entry of
23 this Settlement.

24 89. Captions: The captions and section numbers in this Agreement are inserted for the
25 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
26 provisions of this Agreement.
27
28

1 90. Waiver: No waiver of any condition or covenant contained in this Settlement
2 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
3 imply or constitute a further waiver by such party of the same or any other condition, covenant, right
4 or remedy.

5 91. Enforcement Action: In the event that one or more of the Parties institutes any legal
6 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
7 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
8 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs,
9 including expert witness fees incurred in connection with any enforcement actions.

10 92. Neutral Employment Reference: Defendant agrees that it will provide a neutral
11 reference regarding any future employment references related to Plaintiff. In the event that any
12 potential or future employers of Plaintiff request a reference regarding Defendant's employment of
13 Plaintiff, Defendant shall only provide Plaintiff's dates of employment, and job titles during
14 employment. Defendant shall not refer to the Action or this Settlement.

15 93. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms and
16 conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against
17 one Party than another merely by virtue of the fact that it may have been prepared by counsel for one
18 of the Parties, it being recognized that, because of the arms-length negotiations between the Parties,
19 all Parties have contributed to the preparation of this Settlement Agreement.

20 94. Representation By Counsel: The Parties acknowledge that they have been represented
21 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this
22 Agreement has been executed with the consent and advice of counsel and reviewed in full. Further,
23 Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

24 95. All Terms Subject to Final Court Approval: All amounts and procedures described in
25 this Settlement Agreement herein will be subject to final Court approval.

26 96. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate
27 to promote participation in the Settlement, and in seeking court approval of the Settlement. The Parties
28

1 and their counsel agree not to take any action to encourage any Class Members to opt out of and/or
2 object to the Settlement. Defendant agrees not to obtain waivers or *Pick-Up Stix* agreements from the
3 Class Members relating to the Released Claims arising during the Class Period during the Settlement
4 approval process for the purpose of avoiding obligations under the escalation provision set forth in
5 Paragraph 40 of this Agreement. However, nothing herein shall prohibit Defendant from obtaining
6 general or specific releases in the regular course of business, including in connection with employee
7 severance agreements or the resolution of claims or issues unrelated to the Released Class Claims.
8 Defendant will work in good faith to reach an agreement approved by the Court. Class Counsel shall
9 prepare and provide Defendant's counsel with no less than five (5) court days to review, provide
10 comments to, and otherwise approve any memorandum of points and authorities and proposed order
11 in support of Plaintiff's motion for preliminary approval and Plaintiff's motion for final approval of
12 the Settlement and proposed order before the motions and supporting papers are filed with the Court.
13 Once filed in accordance with these procedures, Defendant agrees that it will not oppose Plaintiff's
14 motion for preliminary approval or motion for final approval.

15 97. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement
16 confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff, Class Counsel,
17 Defendant and its counsel agree that they will not issue any press releases, initiate any contact with
18 the press, respond to any press inquiry or have any communication with the press about the fact,
19 amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit
20 Defendant's ability to fulfill disclosure obligations reasonably required by law or in furtherance of
21 business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit
22 Class Counsel's communications with the Class Members in furtherance of approval of this
23 Settlement.

24 98. Binding Agreement: The Parties warrant that they understand and have full authority
25 to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable
26 and binding on all Parties and agree that it will be admissible and subject to disclosure in any
27
28

1 proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that
2 otherwise might apply under federal or state law.

3
4
5 DATED: _____

6 _____
7 Plaintiff Alexander Vallejo

8 DATED: _____

Kim Mirabelli

Digitally signed by Kim Mirabelli
DN: cn=Kim Mirabelli, o, ou,
email=kmirabelli@sterigenics.com, c=US
Date: 2023.01.12 12:55:53 -06'00'

9 _____
10 Defendant Sterigenics U.S. LLC

11 By: _____
12 Kim Mirabelli

13 Its: _____
14 VP of Human Resources

15 Approved as to form:

16
17 DATED: _____

18 **PROTECTION LAW GROUP, LLP**

19 By: _____

20 Heather Davis
21 Amir Nayebdadash
22 Carlos Jimenez
23 *Attorneys for Plaintiff*
24 ALEXANDER VALLEJO

25 DATED: January 12, 2023 _____

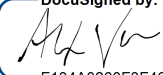
26 **POLSINELLI LLP**

27 By: *Lindsay Ryan* _____

28 Lindsay Ryan
Alex Polishuk
Armida Derzakarian
Attorneys for Defendant
STERIGENICS U.S., LLC

proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

DATED: January 9, 2023

DocuSigned by:

F134A0260F3F404...

Plaintiff Alexander Vallejo

DATED: _____

Defendant Sterigenics U.S. LLC

By: _____

Its: _____

Approved as to form:

DATED: January 9, 2023

PROTECTION LAW GROUP, LLP



By: _____

Heather Davis
Amir Nayebedadash
Carlos Jimenez
Attorneys for Plaintiff
ALEXANDER VALLEJO

DATED: _____

POLSINELLI LLP

By: _____

Lindsay Ryan
Alex Polishuk
Armida Derzakarian
Attorneys for Defendant
STERIGENICS U.S., LLC

Exhibit “A”

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

Alexander Vallejo v. Sterigenics U.S. LLC

United States District Court, Southern District of California, Case No. 3:20-cv-01788-AJB-AHG

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To:	All persons currently or formerly hourly-paid, non-exempt employees of Defendant Sterigenics U.S., LLC (“Defendant”) who were employed by Defendant in the state of California at any time between August 6, 2016 and January 1, 2023.
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BASIC INFORMATION

1. What is this settlement about?

Plaintiff Alexander Vallejo (“Plaintiff”), filed a class action lawsuit against Sterigenics U.S., LLC (“Defendant”), entitled *Alexander Vallejo v. Sterigenics U.S., LLC*, United States District Court, Southern District of California, Case No. 3:20-cv-01788-AJB-AHG (the Lawsuit), on or around August 5, 2020. The Lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods or pay meal and rest break premiums, did not properly pay employees overtime or pay minimum wages for all time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, failed to keep accurate records, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”).

Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case. Nothing in this Settlement is intended to or will be construed as an admission by Defendant that Plaintiff’s claims in the Lawsuit have merit or that Defendant bears any liability to Plaintiff or the Class on the claims.

2. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Plaintiff), sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. One court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The United States District Court, Southern District of California (the “Court”) is in charge of the Lawsuit.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement” or “Settlement”).

On [DATE] the Court granted preliminary approval of the Settlement, appointed Plaintiff as the Class Representative, and appointed their attorneys Heather Davis and Amir Nayebdadash of Protection Law Group LLP, as counsel for the Class (“Class Counsel”).

The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a non-exempt hourly-paid employee in the state of California at any time between August 5, 2016 and January 1, 2023.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Eight Hundred Seventy-Five Thousand Dollars and Zero Cents (\$875,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel. The Gross Settlement Amount is exclusive of employer’s share of any applicable payroll taxes, and any such employer-side payroll taxes shall be paid by Defendant separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount plus any applicable employer-side payroll taxes shall be the maximum amount Defendant is required to pay under the Settlement.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion (“Participating Class Members”). The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed thirty percent (30%) of the Gross Settlement Amount or Two Hundred Sixty-Two Thousand Five Hundred Dollars and Zero Cents (\$262,500.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00);
- C. **Service Payment to the Class Representative** in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff;
- D. **Settlement Administration Costs** which are currently estimated to be Ten Thousand Five Hundred Ninety-Nine Dollars and Zero Cents (\$10,599.00);
- E. **PAGA Payment to the LWDA and PAGA Members** of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Seventy-five percent of this amount (\$18,750.00) will be paid to the California Labor and Workforce Development Agency pursuant to California Labor Code §2699 et. seq. The remaining twenty-five percent (\$6,250.00) will be distributed to “PAGA Members” who worked for Defendant between August 5, 2019, and January 1, 2023, on a *pro rata* basis for the release of claims arising under PAGA.

The portion of the Net Settlement Amount that you are eligible to claim (“Settlement Payment”) will be determined on a *pro rata* basis, based on the number of workweeks you worked in California as an hourly-paid non-exempt employee for Defendant from August 5, 2016, through January 1, 2023 (“Workweeks”).

If you are a PAGA Member, the portion of the PAGA Payment you are eligible to receive will also be determined on a *pro rata basis*, based on the number of pay periods you worked in California as an hourly-paid non-exempt employee for Defendant from August 5, 2019, through January 1, 2023 (“Pay Periods”). Your Settlement Payment will be apportioned as twenty percent (20%) wages, and eighty percent (80%) as non-wages, including interest and penalties. [Any portion of the PAGA Payment paid to you as a PAGA Member will be treated as civil penalties.] The wage portion of the Settlement Payment will be subject to withholding for the employee and will be reported on a W-2 Form. Employer-side payroll taxes will be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each Settlement Payment and the entirety of the PAGA Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked **XXX Workweeks between August 5, 2016, and January 1, 2023. Your estimated Settlement Payment is **\$XXX.XX**. The amount of your estimated Settlement Payment is subject to change depending on the number of timely and valid Requests for Exclusions submitted, payments approved by the Court, and other potential factors.**

[Your estimated portion of the PAGA Payment is **\$XX.XX.]**

Your estimated Settlement Payment [and portion of the PAGA Payment] was determined based on Defendant’s record of your employment between August 5, 2016, and January 1, 2023, and is presumed correct. If you dispute the accuracy as to the number of weeks worked during the period described above you must contact the Settlement Administrator and provide any documentation you have supporting such dispute. Submission of these documents must be postmarked before **[60 calendar days from the date of mailing]**. All disputes regarding your Workweeks will be resolved and decided by the Parties after you submit evidence to the Settlement Administrator. If the parties do not agree, the dispute will be submitted to the Court. The Settlement Administrator’s contact information is listed below:

[Settlement Administrator]
[Address]
[Telephone No.]

HOW TO GET A PAYMENT FROM THE NET SETTLEMENT AMOUNT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth in the Settlement Agreement, Plaintiff and all Class Members who choose to participate in the settlement shall release the “Released Parties” from the “Released Class Claims” for the “Class Period.”

The “Released Parties” means Defendant and Defendant’s parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns and joint venturers past, present and/or future, and each of their direct and/or indirect officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, and administrators.

The “Released Class Claims” means any and all claims, rights, demands, liabilities and causes of action that are

alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative Complaint in this Action, and the December 20, 2022 PAGA Notice, including the following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to provide complete, accurate wage statements; (v) failure to pay wages timely at time of termination or resignation; (vi) failure to reimburse all business expenses, and (vii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative Complaint. This release shall apply to claims arising during the Class Period. Participating Class Members also shall be deemed to have acknowledged and agreed that that the Released Class Claims are disputed, the payments set forth herein constitute full payment of any amounts alleged due to them for the Released Class Claims, and that California Labor Code Section 206.5 is not applicable.

The release of these claims pertains to the Class Period from August 5, 2016, through January 1, 2023.

Additionally, upon the funding of the Gross Settlement Amount, Plaintiff, all PAGA Members, the LWDA and State of California shall release the Released Parties from any and all PAGA claims that could have been asserted under the California Labor Code Private Attorneys General Act of 2004 based on the same or similar factual allegations and claims in the operative Complaint in this Action or any PAGA notice submitted by Plaintiff to the LWDA, for the PAGA Period (“Released PAGA Claims”). The request for exclusion does not apply to the Released PAGA Claims and shall have preclusive effect on the LWDA for claims for penalties under PAGA based on the same factual predicate that arose between August 5, 2019 and January 1, 2023 (the “PAGA Period”).

EXCLUDING YOURSELF FROM THE RELEASE

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the request for exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this Action similar to the following: “I wish to exclude myself from the class settlement reached in the matter of Vallejo v. Sterigenics U.S. LLC, U.S. District Court for the Southern District Case No. 3:20-cv-01788. I understand that by excluding myself, I will not receive money from the settlement of my individual claims.”

The written request for exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [60 calendar days from the date of mailing]. You cannot exclude yourself by phone.

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

9. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and Released Parties for the Released Class Claims. If you have a pending lawsuit involving Released Class Claims, speak to your lawyer immediately.

10. If I exclude myself, can I get money from this settlement?

No. (Except if you worked for Defendant in California between August 5, 2019 and January 1, 2023, in which case you will still receive money as a PAGA Member from the portion of the settlement allocated to resolve claims under PAGA.). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PROTECTION LAW GROUP, LLP, as Class Counsel. The firm's contact information is:

PROTECTION LAW GROUP LLP

Heather Davis, Esq.
Amir Nayebdadash, Esq.
Carlos Jimenez, Esq.
237 California Street
El Segundo, California 90245
Telephone: (424) 290-3095

12. How will the lawyers be paid?

Class Counsel will ask the Court to award attorneys' fees of up to \$262,000.00 and reimbursement of litigation cost/expenses not to exceed \$20,000.00 from the Gross Settlement Amount. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

13. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [60 calendar days from the date of mailing]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID

number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

14. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. You cannot submit both an objection and Request for Exclusion.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing").

15. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at [REDACTED] a.m./p.m. on [REDACTED], 2023], at the United States District Court, Southern District of California, 221 West Broadway, San Diego, CA 92101 in Courtroom 4A

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

16. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf.

17. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at [www.\[REDACTED\].com](http://www.[REDACTED].com).

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Net Settlement Amount, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or Released Parties about the Released Class Claims, ever again.

GETTING MORE INFORMATION

19. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

20. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO
THE CLERK OF THE COURT OR THE JUDGE**