

Alexander I. Dychter (SBN 234526)
S. Adam Spiewak (SBN 230872)
DYCHTER LAW OFFICES, APC
9820 Willow Creek Road, Suite 275
San Diego, California 92131
Telephone: (619) 487-0777
Facsimile: (619) 330-1827
E-Mail: alex@dychterlaw.com
E-Mail: adam@dychterlaw.com

Gregory N. Karasik (SBN 115834)
KARASIK LAW FIRM
13900 Marquesas Way #5416
Marina Del Rey, California 90292
Telephone: (310) 463-9761
Facsimile: (310) 943-2582
E-Mail: greg@karasiklawfirm.com

Attorneys for Plaintiff
DRAGUTIN RADIC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

DRAGUTIN RADIC, an individual, on behalf
of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

STERIS CORPORATION, an Ohio
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 37-2023-00008579-CU-OE-CTL

CLASS ACTION

**STIPULATION RE CLASS ACTION
SETTLEMENT AND RELEASE OF CLAIMS**

Plaintiff Dragutin Radic and defendant STERIS Corporation hereby enter into the following
Stipulation re Class Action Settlement and Release of Claims.

STIPULATION

A. DEFINITIONS

1. “Action” means the civil action pending in the Superior Court of the State of California, County of San Diego, titled *Dragutin Radic v. STERIS Corporation*, Case No. 37-2023-00008579-CU-OE-CTL.

2. “Class Counsel” means Gregory N. Karasik with Karasik Law Firm, and Alexander I. Dychter and S. Adam Spiewak with Dychter Law Offices, APC.

3. “Class Members” means all field-based non-exempt employees who, at any time between March 1, 2019 and February 28, 2025, worked for Defendant in California.

4. “Class Period” means from March 1, 2019 to February 28, 2025.

5. “Class Representative” and “Plaintiff” mean Dragutin Radic.

6. “Court” means the Superior Court of the State of California, County of San Diego.

7. “Defendant” means STERIS Corporation.

8. “Effective Date” means the latest of the following: (a) if no Class Member objects to the Settlement, or all objections to the Settlement by Class Members are withdrawn before the Court rules on Plaintiff’s motion for final approval of the Settlement, the date the Court grants final approval of the Settlement; (b) if a Class Member objects to the Settlement, the date for giving timely notice of an intent to file a motion to vacate the judgment granting final approval to the Settlement has passed without a timely notice of intent to file a motion to vacate the judgment having been given; (c) if a Class Member objects to the Settlement and gives timely notice of an intent to file a motion to vacate the judgment granting final approval to the Settlement, the latest of the following: i) the last day for a motion to vacate the judgment granting final approval to the Settlement to be heard in a timely manner without the motion having been yet heard; ii) if a timely heard motion to vacate the judgment granting final approval to the Settlement is denied, the latest of the following: (A) the date for seeking appellate review of the Court’s denial of the motion to vacate the judgment has passed without a timely appeal; (B) the date a timely appeal from the Court’s denial of the motion to vacate the judgment is voluntarily dismissed; or (C) the date the California Court of Appeals or the California Supreme Court has rendered a final ruling on a Class Member’s appeal from the Court’s order denying a motion to vacate

the judgment which affirms the Court's final approval of the Settlement without material modification; iii) if a timely heard motion to vacate the judgment granting final approval to the Settlement is granted, the date the California Court of Appeals or the California Supreme Court has rendered a final ruling on Plaintiff's appeal from the Court's order granting a motion to vacate the judgment which reverses the Court's order vacating the judgment and affirms the Court's final approval of the Settlement without material modification.

9. "Gross Settlement Amount" means the amount of TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$2,750,000.00) to be paid by Defendant pursuant to this Settlement for the following: 1) the cost of settlement administration (not to exceed \$7,000); 2) the amount of attorney's fees (not to exceed \$916,666.67) and litigation costs (not to exceed \$70,000 awarded to Class Counsel; 3) the amount of Service Payment (not to exceed \$10,000) awarded to Plaintiff; 4) the LWDA Payment in the amount of \$75,000; 5) the PAGA Payments in the total amount of \$25,000 to PAGA Employees; and 6) payment of the Net Settlement Amount to Class Members who do not timely exclude themselves from the Settlement. The Gross Settlement Amount does not include the employer's share of payroll taxes on the portion of the Net Settlement Amount paid to Participating Class Members and allocated to wages, which Defendant shall pay separately from the Gross Settlement Amount.

10. "Net Settlement Amount" means the portion of the Gross Settlement Amount remaining after deductions are made for the cost of settlement administration, the amount of attorney's fees and litigation costs awarded to Class Counsel, the amount of Service Payment awarded to Plaintiff, the LWDA Payment, and the PAGA Payments to PAGA Employees.

11. "Notice" means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A, to be mailed out by the Settlement Administrator to Class Members.

12. "LWDA Payment" means the amount of \$75,000 payable to the Labor Workforce & Development Agency.

13. "Operative Complaint" means the most recent amended version of the pleading filed on Plaintiff's behalf in the Action.

1 14. “PAGA Employee(s)” means all field-based non-exempt employees who, at any time
2 between March 1, 2022 and February 28, 2025, worked for Defendant in California.

3 15. “PAGA Payments” means the total amount of \$25,000 to be distributed to PAGA
4 Employees.

5 16. “PAGA Period” means from March 1, 2022 to February 28, 2025.

6 17. “Release of Class Claims” means the release of class action claims, upon final approval
7 of the Settlement, by Class Members who do not request exclusion from the Settlement, as set forth in
8 paragraph E.1 below.

9 18. “Release of PAGA Claims” means the release of PAGA claims, upon final approval of
10 the Settlement, by PAGA Employees as set forth in paragraph E.2 below.

11 19. “Released Parties” means Defendant and its past, present and future direct or indirect
12 parent organizations, subsidiaries, divisions, affiliated entities, and its and their partners, officers,
13 directors, trustees, administrators, fiduciaries, employment benefit plans or pension plans or funds,
14 executors, attorneys (including, but not limited to, Defense Counsel), employees, insurers, reinsurers or
15 agents and their successors and assigns individually and in their official capacities.

16 20. “Service Payment” means the payment to the Plaintiff for initiating the Action and
17 providing services in support of the Action.

18 21. “Settlement” or “Agreement” means this Stipulation re Class Action Settlement and
19 Release of Claims.

20 22. “Settlement Administrator” means Phoenix Settlement Administrators (“PSA”) who
21 will perform the duties of: (i) conducting address traces to locate Class Members as necessary; (ii)
22 preparing and mailing the Notice of Class Action Settlement; (iii) tracking requests for exclusion; (iv)
23 responding to Class Member inquiries; (v) distributing all payments required by the Settlement; (vi)
24 tax reporting in connection with the Settlement; and (vii) any other duties necessary for administration
25 of the Settlement.

26 23. “Participating Class Members” means all Class Members who do not timely and
27 appropriately opt out of this Settlement.
28

1 **B. RECITALS**

2 1. Plaintiff commenced the Action on March 1, 2023. In the original complaint, Plaintiff
3 asserted causes of action denominated: Failure to Pay Straight-Time and Overtime Wages, Failure to
4 Provide Compliant Meal Periods, Failure to Reimburse Required Expenses, Failure to Provide
5 Accurate Wage Statements, Failure to Pay All Wages Owed Upon Separation, and Violation of the
6 Unfair Competition Law. On May 9, 2023, Plaintiff filed the Operative Complaint which added a
7 cause of action for civil penalties under the Labor Code Private Attorneys General Act of 2004
8 (“PAGA”).

9 2. On June 26, 2023, Defendant removed the Action to federal court. Following removal,
10 the parties engaged in substantial discovery, including the production by Defendant of numerous
11 documents, a *Belaire-West* Notice to gain Class Members’ contact information, the taking of numerous
12 depositions by Plaintiff and the taking of Plaintiff’s deposition by Defendant. Before the parties
13 completed their discovery, they participated in a mediation before the Hon. Irma E. Gonzalez (Ret.) on
14 May 14, 2024. This mediation did not result in a settlement.

15 3. After the unsuccessful mediation, Plaintiff enlisted the help of additional counsel
16 Gregory N. Karasik to prosecute the Action, the parties proceeded with discovery and Plaintiff filed a
17 motion for class certification on October 2, 2024. In his motion for class certification, Plaintiff sought
18 to certify claims for failure to pay overtime wages, failure to provide meal periods, failure to provide
19 accurate wage statements, and failure to pay all wages owed upon termination.

20 4. Plaintiff’s motion for class certification was originally scheduled for hearing on January
21 16, 2025. But after the parties agreed to return to mediation, the hearing date was continued to April
22 10, 2025 and the briefing scheduled was modified so the parties could mediate before Defendant’s
23 opposition papers or Plaintiff’s reply papers were due.

24 5. The parties’ thereafter participated in a mediation before mediator Steven J. Serratore,
25 Esq., on December 30, 2024. After a full day of arms-length negotiations resulted in an impasse, the
26 mediator made a “mediator’s proposal” which both parties accepted. The parties thereafter negotiated
27 additional settlement details and executed this formal Agreement.

1 6. Prior to the finalization of the Agreement, the parties filed a Joint Motion in federal
2 court to have the case remanded to state court for the purposes of settlement approval. The federal
3 court approved the parties' Joint Motion and remanded the case to state court on January 15, 2025.

4 7. Class Counsel have conducted a thorough investigation into the facts of this case,
5 including the reviewing of relevant documents obtained from Defendant, speaking with numerous
6 Class Members, and researching the applicable law and potential defenses. Class Counsel also
7 reviewed information provided by Defendant's counsel in connection with mediation discussions.
8 Based on their investigation and evaluation, Class Counsel are of the opinion that the Settlement is fair,
9 reasonable, and adequate, and is in the best interest of the Class Members considering all known facts
10 and circumstances, including Defendant's defenses. Defendant agrees that the Settlement is fair,
11 reasonable, and adequate.

12 8. The parties agree that this Agreement is for settlement purposes only and if, for any
13 reason, the Settlement is not approved, the Agreement will be of no force or effect. In such event,
14 nothing in the Agreement shall be used or construed by or against any party as a determination,
15 admission, or concession of any issue of law or fact in the Action; and the parties do not waive, and
16 instead expressly reserve, their respective rights with respect to the prosecution and defense of this
17 Action as if this Agreement never existed.

18 **C. TERMS OF SETTLEMENT**

19 1. Gross Settlement Amount: Defendant shall pay the Gross Settlement Amount of TWO
20 MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS
21 (\$2,750,000.00) to pay for the following: 1) the cost of settlement administration (not to exceed
22 \$7,000); 2) the amount of attorney's fees (not to exceed \$916,666.67) and litigation costs (not to
23 exceed \$70,000 awarded to Class Counsel; 3) the amount of Service Payment (not to exceed \$10,000)
24 awarded to Plaintiff; 4) the LWDA Payment in the amount of \$75,000; 5) the PAGA Payments in the
25 total amount of \$25,000 to PAGA Employees; and 6) payment of the Net Settlement Amount to the
26 Settlement Class. The Gross Settlement Amount does not include the employer's share of payroll taxes
27 on the portion of the Net Settlement Amount paid to Participating Class Members and allocated to
28 wages, which Defendant shall pay separately from the Gross Settlement Amount.

1 2. Service Payment to Class Representative: Defendant will not oppose Plaintiff's request
2 to the Court for an award of up to TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00) in
3 addition to any payment he may otherwise receive as a PAGA Employee or member of the Settlement
4 Class. The Settlement Administrator will issue to Plaintiff an IRS Form 1099 for his Service Payment.

5 3. Distribution to Class Members: The Net Settlement Amount shall be distributed to
6 members of the Settlement Class on a *pro rata* basis based on the number of workweeks they worked
7 for Defendant during the Class Period.

8 4. Distribution to PAGA Employees: The amount of \$25,000 shall be distributed to PAGA
9 Employees on a *pro rata* basis based on the number of pay periods they worked for Defendant during
10 the PAGA Period.

11 5. Non-Reversionary; Cy Pres: The settlement is completely non-reversionary and the
12 entire Net Settlement Amount shall be distributed to Participating Class Members. In the event
13 settlement checks issued to PAGA Employees or Participating Class Members are not cashed or
14 deposited within 90 days after mailing, the checks shall become null and void and any funds remaining
15 from such uncashed checks shall be donated to the San Diego County Bar Foundation. In the event the
16 Court does not approve of the designated *cy pres*, the parties agree to mutually select an alternative *cy*
17 *pres*, subject to approval from the Court, without the need of executing a fully-revised Agreement.

18 6. Tax Allocation of Class Member Distributions: For tax purposes, payments of
19 settlement benefits to Participating Class Members from the Net Settlement Amount will be treated as
20 follows: 10% shall be allocated to wages and 90% shall be allocated to interest and penalties. PAGA
21 Payments to PAGA Employees shall be allocated 100% to penalties. The Settlement Administrator
22 shall be responsible for issuing Participating Class Members an IRS Form W-2 with respect to the
23 portion of settlement benefits allocated to wages. To the extent required by law, the Settlement
24 Administrator shall be responsible for issuing PAGA Employees and Participating Class Members an
25 IRS Form 1099 with respect to the portion of settlement benefits and/or PAGA Payments allocated to
26 interest and/or penalties.

27 7. Funding and Distribution Dates: Within three (3) business days after the Effective Date,
28 the Settlement Administrator shall notify Defendant of the total amount of funds needed for making all

1 payments required under the Settlement. Defendant shall remit via wire transfer to the Settlement
2 Administrator the total amount of funds needed for making all payments required under the Settlement
3 no later than ten (10) business days after Defendant's receipt of notice from the Settlement
4 Administrator. The Settlement Administrator shall make all payments required under the Settlement as
5 soon as practicable after receipt of the settlement funds from Defendant (but no later than five (5)
6 business days after receipt of the settlement funds).

7 **D. NOTICE, EXCLUSION AND OBJECTION PROCEDURES**

8 1. Within five (5) business days following the Court's entry of an Order Granting
9 Preliminary Approval of the Settlement, Defendant shall provide to the Settlement Administrator an
10 MS Excel database or spreadsheet listing the full name, last known home mailing address, and social
11 security number for each Class Member and PAGA Employee (the "Class List"). The Class List shall
12 indicate how many workweeks Class Members worked during the Class Period and how many pay
13 periods PAGA Employees worked during the PAGA Period.

14 2. Within seven (7) calendar days after receiving the Class List from Defendant, the
15 Settlement Administrator shall send a Notice to each Class Member by U.S. first class mail in the form
16 attached as Exhibit A.

17 3. The Settlement Administrator shall use reasonable standard skip tracing devices as
18 necessary to verify the accuracy of all addresses before the initial mailing date to ensure that the Notice
19 is sent to all Class Members at the addresses most likely to result in immediate receipt of those
20 documents. It shall be conclusively presumed that any Notice so mailed and not returned as
21 undeliverable within fifteen (15) calendar days of the mailing shall have been received by the Class
22 Member. With respect to any returned Notices, the Settlement Administrator shall use reasonable
23 diligence to obtain a current address and re-mail to such address.

24 4. Class Members shall have thirty (30) calendar days from the initial mailing of the
25 Notice by the Settlement Administrator as evidenced by the postmark date to request exclusion (*i.e.*
26 opt-out) from the Settlement by submitting a request in writing to the Settlement Administrator, signed
27 and dated by the Class Member, to be excluded from the Settlement. If any disputes about the validity
28 or timeliness of any request for exclusion arise, the parties shall meet and confer. If the parties cannot

1 resolve the dispute, the Court shall make a final and binding determination as to whether the request
2 for exclusion shall be deemed valid.

3 5. Class Members who submit a timely and valid request for exclusion (*i.e.* opt-out) from
4 the Settlement will not be bound by the Release of Class Action Claims under the Settlement and will
5 not be entitled to receive any settlement benefits payable to them as Class Members under the
6 Settlement.

7 6. PAGA Employees, whether or not they submit a timely and valid request as Class
8 Members for exclusion from the Settlement, will be bound by the Release of PAGA Claims under the
9 Settlement and will be entitled to receive their prorated share of the PAGA Payments under the
10 Settlement.

11 7. Class Members shall have thirty (30) calendar days from the initial mailing of the
12 Notice Packet by the Settlement Administrator as evidenced by the postmark date to submit any
13 objections to the Settlement and advise of their desire to appear at the Final Fairness Hearing. The
14 Class Notice shall include specific instructions to Class Members for submitting objections, which
15 must be sent in writing to the Settlement Administrator.

16 **E. RELEASE OF CLAIMS**

17 1. Release of Class Action Claims: Each Participating Class Member shall, upon the
18 Effective Date, be deemed to have released the Released Parties from any and all claims, rights,
19 demands, liabilities and causes of action under California law that they have had, now have, or may
20 have in the future for any acts occurring during the Class Period that were pled in the Operative
21 Complaint or could have been pled based on the factual allegations in the Operative Complaint,
22 including but not limited to all claims for unpaid minimum wages, unpaid straight-time wages, unpaid
23 overtime wages, failure to provide meal or rest periods, failure to reimburse business expenses, civil
24 penalties under Labor Code Section 226, statutory penalties under Labor Code Section 203, interest,
25 costs and attorney's fees. This Release of Class Action Claims does not include the release of any
26 claims for civil penalties under the PAGA.

27 2. Release of PAGA Claims: Each PAGA Employee shall, upon the Effective Date, be
28 deemed to have released the Released Parties, from any and all claims, rights, demands, liabilities and

1 causes of action for civil penalties under the PAGA that they have had, now have, or may have in the
2 future against the Released Parties for any acts occurring during the PAGA Period that were pled in the
3 Operative Complaint or could have been pled based on the factual allegations in the Operative
4 Complaint or the Notice Letter Plaintiff submitted to the LWDA. This Release of PAGA Claims does
5 not include the release of any claims for the underlying violations of the Labor Code upon which
6 Plaintiff's PAGA claims are based.

7 3. General Release of All Claims by Plaintiff:

8 3.1 Scope of Release: In exchange for receipt of a Service Payment, Plaintiff, on
9 behalf of Plaintiff and Plaintiff's heirs, executors, administrators, successors, and assigns knowingly
10 and voluntarily release and forever discharges the Released Parties, jointly and severally, of and from
11 any and all claims, known and unknown, asserted or unasserted, that Plaintiff has or may have against
12 the Released Parties as of the date of execution of this Agreement, including, but not limited to, any
13 alleged violations of the following, as amended: Title VII of the Civil Rights Act of 1964; Sections
14 1981 through 1988 of Title 42 of the United States Code; the Employee Retirement Income Security
15 Act of 1974 ("ERISA"); the Internal Revenue Code of 1986; the Immigration Reform and Control Act;
16 the Americans with Disabilities Act of 1990; the Worker Adjustment and Retraining Notification Act;
17 the Fair Credit Reporting Act; the Family and Medical Leave Act; the Equal Pay Act; the Genetic
18 Information Nondiscrimination Act of 2008; the Age Discrimination in Employment Act of 1967
19 ("ADEA"); the Uniformed Services Employment and Reemployment Rights Act of 1994
20 ("USERRA"); Families First Coronavirus Response Act; the Pregnant Worker's Fairness Act
21 ("PWFA"); California Family Rights Act – Cal. Gov't Code § 12945.2; California Fair Employment
22 and Housing Act – Cal. Gov't Code § 12900 *et seq.*; California Unruh Civil Rights Act – Cal. Civ.
23 Code § 51 *et seq.*; statutory Provisions Regarding the Confidentiality of AIDS Information – Cal.
24 Health & Safety Code § 120775 *et seq.*; California Confidentiality of Medical Information Act – Cal.
25 Civ. Code § 56 *et seq.*; California Parental Leave Law – Cal. Lab. Code § 230.7 *et seq.*; California
26 Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394; the California Occupational Safety and
27 Health Act, as amended, and any applicable regulations thereunder; the California Consumer Credit
28 Reporting Agencies Act – Cal. Civ. Code § 1785 *et seq.*; California Investigative Consumer Reporting

Agencies Act – Cal. Civ. Code § 1786 *et seq.*; those provisions of the California Labor Code that lawfully may be released; any other federal, state or local law, rule, regulation, or ordinance; any public policy, contract, tort, or common law; or any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.

3.2 Claims Not Released: Plaintiff is not waiving any rights Plaintiff may have to: (i) Plaintiff's own vested or accrued employee benefits under Plaintiff's qualified retirement benefit plans as of October 3, 2023, Plaintiff's last day of employment with Defendant; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code sections 132a and 4553) or unemployment insurance or indemnification statutes; (iii) pursue claims that by law cannot be waived by signing this Agreement; or (iv) enforce this Agreement.

3.3 Waiver of Civil Code Section 1542: To effect a full and complete general release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of Section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance and consequence of specifically waiving Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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

4. Additional Attorney's Fees Released by Class Counsel: In consideration for an award of attorney's fees and costs in accordance with this Settlement, Class Counsel irrevocably and forever waive any and all claims to any further attorney's fees and costs in connection with the Action.

F. COURT APPROVAL

1. Plaintiff shall promptly move the Court for the entry of an Order Granting Preliminary Approval of the Settlement.

2. In accordance with the Court's Order Granting Preliminary Approval of the Settlement, Plaintiff, after the Settlement Administrator has mailed the Notice to Class Members and the time for Class Members to request exclusion from or make an objection to the Settlement has expired, shall

1 move the Court for the entry of an Order Granting Final Approval of the Settlement.

2 3. This Settlement shall not take effect until the Court has entered an Order Granting Final
3 Approval of the Settlement and that Order has become final after any objections to the Settlement or
4 any appeals from an order denying a motion to vacate the judgment granting final approval of the
5 Settlement have been resolved. If the Court does not grant final approval of the Settlement, the
6 judgment granting final approval of the Settlement is vacated and the order vacating the judgment is
7 upheld on appeal, or if the Court's final approval of the Settlement is reversed or materially modified
8 on appellate review of an order denying a motion to vacate the judgment, then this Settlement will
9 become null and void. If that occurs, the parties will have no further obligations under the Settlement,
10 including any obligation by Defendant to pay the Gross Settlement Amount or any amounts that
11 otherwise would have been owed under this Settlement. Further, should this occur, the parties agree
12 they shall be equally responsible for the Settlement Administrator's administration costs through that
13 date. An award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for
14 attorney's fees, costs or a Service Payment to Plaintiff, will not constitute a material modification to
15 the Settlement within the meaning of this paragraph.

16 4. Upon final approval of the Settlement, the parties shall present to the Court a proposed
17 Final Approval Order and Judgment, approving the Settlement and entering final judgment in
18 accordance therewith. After entry of final judgment, the Court shall have continuing jurisdiction over
19 the Action for purposes of: (1) enforcing this Agreement; (2) addressing settlement administration
20 matters, and (3) addressing such post-judgment matters as may be appropriate under Court rules and
21 applicable law.

22 5. The parties agree to waive appeals from the Court's order granting final approval of the
23 Settlement with the following exceptions: (1) the parties may appeal if the Court materially modifies
24 the Settlement; and (2) Plaintiff may appeal if the Court awards attorney's fees, costs or a Service
25 Payment in an amount less than requested by Plaintiff. Any appeal with respect to the amount of
26 attorney's fees, costs or Service Payment shall not affect the finality of the Settlement in any other
27 regard or delay the payment of settlement benefits to Class Members or the payment of administration
28 costs to the Settlement Administrator. The waiver of appeal does not include any waiver of the right to

oppose any appeal, appellate proceeding, or post-judgment proceeding.

G. DEFENDANT'S RIGHT OF RECISSION

1. In the event that Class Members representing more than an aggregate total of twenty percent (20%) of the total number of Class Members or who are assigned more than an aggregate total of twenty percent (20%) of the Net Settlement Amount, whichever is greater, elect to exclude themselves from this Agreement, Defendant will have the unilateral right to void this Agreement within forty (45) calendar days from the initial mailing of the Notice by the Settlement Administrator as evidenced by the postmark date to request exclusion (*i.e.* opt-out) from the Settlement.

2. In the event Defendant timely exercises its right to void this Agreement, Defendant shall be responsible for the Court-approved payment to the Settlement Administrator.

H. MISCELLANEOUS

1. The respective signatories to the Settlement represent that they are fully authorized to enter into this Settlement and bind the respective parties to its terms and conditions.

2. The parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of the Settlement. The parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the terms of this Settlement.

3. The parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

4. Nothing contained in this Settlement shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of the parties has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. This Settlement is a settlement document and shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce its terms.

1 5. This Settlement may be executed in counterparts, and when each party has signed at
2 least one such counterpart, each counterpart shall be deemed an original, and, when taken together with
3 other signed counterparts, shall constitute execution of the Settlement, which shall be binding upon and
4 effective as to all Parties.

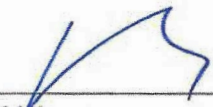
5 6. Until the filing of a motion for preliminary approval, the terms of the Settlement shall
6 remain confidential and any remarks about this Settlement shall be limited to a statement to the effect
7 that the parties have reached a settlement in principle subject to court approval. This confidentiality
8 clause extends to the parties' use of social media people often use to communicate during their daily
9 lives, such as Twitter/X, Facebook, blogs, and the like. This confidentiality clause, however, shall not
10 operate to restrict the ability of Class Counsel to communicate with any Class Member about the fact
11 or terms of this Settlement and shall neither restrict the ability of attorneys for Defendant to
12 communicate with Defendant's employees about the fact or terms of this Settlement.

13 **IT IS SO AGREED.**

14
15 Dated: 03/31/2025


Dragutin Radic (Mar 31, 2025 10:34 PDT)
Dragutin Radic
Plaintiff

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18 Dated: 04/07/2025

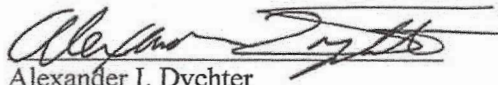

Michael Tokich
Chief Financial Officer
For Defendant STERIS Corporation

19
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21 **Agreed As To Form:**

22
23 Dated: MARCH 31, 2025

DYCHTER LAW OFFICES, APC
KARASIK LAW FIRM

24
25
26 By


Alexander I. Dychter
S. Adam Spiewak
Gregory N. Karasik
Attorneys for Plaintiff Radic

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Dated: March 31, 2025

JACKSON LEWIS P.C.

By



David G. Hoiles, Jr.

Claudia Kozlowska

Attorneys for Defendant STERIS Corporation

4906-6494-7503, v. 3

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Dragutin Radic v. STERIS Corporation
San Diego County Superior Court
(Case No. 37-2023-00008579-CU-OE-CTL)

This Notice provides important information about a proposed settlement in the above-referenced class and representative action lawsuit (the “Action”) and your rights to participate in or exclude yourself from the settlement of the Class Action Claims. The Action was brought by Dragutin Radic (“Plaintiff”) against STERIS Corporation (“Defendant”).

A. Summary Of The Claims

Plaintiff contends that Defendant failed to pay field-based non-exempt employees who worked in California (the “Class Members”) all the straight-time and overtime wages owed to them; failed to provide compliant meal periods; failed to reimburse required expenses; failed to provide accurate wage statements; and failed to pay all final wages owed upon separation of employment. On behalf of himself and other Class Members who worked at any time between March 1, 2019 and February 28, 2025 (the “Class Period”), Plaintiff seeks to recover unpaid wages, penalties, interest, costs of suit, and attorneys’ fees.

Defendant denies all of the allegations against it in the Action, maintains that it complied with all labor laws, and contends that, except for the purposes of settlement, the claims in the Action may not be pursued as a class action. The Court has not decided whether or not Defendant violated any laws or whether any person is entitled to any damages or other relief.

B. Why You Are Receiving This Notice

On [REDACTED], 2025, the San Diego County Superior Court (the “Court”) preliminarily approved a settlement of the Action on behalf of all Class Members. According to Defendant’s records, there were approximately 280 Class Members as of December 30, 2024 and you are one of those individuals. Because you are a Class Member, you have the right to participate in, object to, or exclude yourself from the settlement of the Class Action Claims. This Notice explains your legal rights and options with respect to the Settlement.

C. The Terms Of The Settlement

Defendant has agreed to pay the Gross Settlement Amount of TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$2,750,000.00) in exchange for a release of the claims that were asserted in the Action or could have been asserted based on the factual allegations in the Operative Complaint filed in the Action. Payments to be made from the Gross Settlement Amount include 1) the cost of settlement administration (not to exceed \$7,000; 2) the amount of attorney’s fees (not to exceed \$916,666.67) and litigation costs (not to exceed \$70,000) awarded to Class Counsel; 3) the amount of a Service Payment awarded to Plaintiff (not to exceed \$10,000); 4) a payment of \$75,000 to the California Labor & Workforce Development Agency; 5) a payment of \$25,000 to be divided on a *pro rata* basis between all Class Members who worked for Defendant in California at any time between March 1, 2022 and February 28, 2025 (the “PAGA Employees”); and the Net Settlement Amount to be divided on a *pro rata* basis between all Participating Class Members (*i.e.*, those Class Members who do not exclude themselves from the Settlement). It is estimated that, after deducting the above expenses

from the Gross Settlement Amount, the Net Settlement Amount of approximately \$1,646,333 will be available for distribution among Participating Class Members. Each Participating Class Member shall receive a *pro rata* share of the Net Settlement Amount based on the number of workweeks they worked for Defendant during the Class Period.

D. What Your Options Are

1. Participate in the Settlement

To receive your share of the Net Settlement Amount, **you need not do anything**. As long as you do not exclude yourself from the Settlement, you will automatically receive a *pro rata* share of Net Settlement Amount following final approval of the Settlement.

Based on the records of Defendant, you worked [number] workweeks during the Class Period and ____ pay periods between March 1, 2022 and February 28, 2025 (the “PAGA Period”). Based on that number of workweeks, your estimated gross payment (before tax deductions) is \$ _____. Depending on the Court’s order granting final approval of the Settlement and the number of Class Members who participate in the Settlement, the actual amount you will receive if the Court grants final approval of the Settlement may vary from the above-estimated amount.

If you dispute this number of workweeks, you may send the Settlement Administrator information, including any documents to support your claim, about the correct number of workweeks you worked during the Class Period or the PAGA Period. Such information must be sent by [date] by regular mail or fax to Phoenix Settlement Administrators (the “Settlement Administrator”) at the following address: [insert name and contact information for Settlement Administrator]. If you dispute the number of workweeks, the Settlement Administrator will make a final determination about the correct number of workweeks and will inform you of its final decision.

It is your responsibility to keep a current address on file with the Settlement Administrator as the Settlement Administrator will mail your payment to the address it has on file for you. So, if you move, please provide the Settlement Administrator your new address. You may provide the Settlement Administrator your new address by mailing it or faxing it to [insert name and contact information for Settlement Administrator]. You may also contact Class Counsel and provide him your new address and he will forward it to the Settlement Administrator.

If you do not exclude yourself from the Settlement, you will upon final approval of the Settlement be bound by the release of Class Action Claims described below and lose the right to sue Defendant for any of the Class Action Claims asserted or that could have been asserted against Defendant based on the facts alleged in the Action.

2. Object to the Settlement of the Class Action Claims

As long as you do not exclude yourself from the Settlement, you have the right to object to the Settlement. The objection must be sent by [date] by regular mail to the Settlement Administrator at the following address: [insert name and contact information for Settlement Administrator]. An objection must include: (a) the case name and case number of the Action; (b) your full legal name, signature, date, mailing address, telephone number, and the last four digits of your Social Security Number (for identity verification purposes), (c) a written statement of all grounds for the objection accompanied by any legal support for such objection, and (d) copies of

any papers, briefs, or other documents upon which the objection is based. If you submit a timely objection, the Court will make a ruling on the merits of the objection at the Final Fairness Hearing described below. If the Court overrules the objection and approves the Settlement at the Final Fairness Hearing, you will then have the right to appeal from the Court's ruling on your objection.

3. Exclude Yourself from the Settlement of the Class Action Claims

If you wish to exclude (*i.e.* "opt-out") yourself from the settlement of the Class Action Claims, you must submit a written request for exclusion. The request for exclusion must be sent by [date] by regular mail to the Settlement Administrator at the following address: [insert name and contact information for Settlement Administrator]. A request for exclusion must: (a) contain the case name and case number of the Action, (b) be signed and dated by you, (c) contain your full legal name, mailing address, telephone number, and the last four digits of your Social Security Number (for identity verification purposes), and (d) clearly state that you do not wish to be included in the Settlement.

If you exclude yourself from the settlement of Class Action Claims, you will not be entitled to recover your *pro rata* share of the Net Settlement Amount, but you will retain the right to bring any such claims you have or believe you have against Defendant. If you do not exclude yourself from the settlement of the Class Action Claims, you will upon final approval of the Settlement be bound by the release of Class Action Claims described below and lose the right to sue Defendant for any of the Class Action Claims asserted or that could have been asserted against Defendant based on the facts alleged in the Action.

If you are also a PAGA Employee, all of your claims under the PAGA that arose during the PAGA Period will be released upon the Effective Date, regardless of whether you opt to exclude yourself from the settlement of the Class Action Claims.

E. Release of Class Action or PAGA Claims

1. Release of the Class Action Claims

Unless you exclude yourself from the settlement of the Class Action Claims, upon final approval of the Settlement by the Court you will be deemed to have given up your right to sue and will release Defendant and its past, present and future direct and indirect parent organizations, subsidiaries, divisions, affiliated entities, and its and their partners, officers, directors, trustees, administrators, fiduciaries, employment benefit plans or pension plans or funds, executors, attorneys (including, but not limited to, Defense Counsel), employees, insurers, reinsurers, agents, or any other entity that or individual who could be liable for any of the Class Action Claims or PAGA Claims, and their successors and assigns individually and in their official capacities (the "Released Parties") from any and all claims, rights, demands, liabilities and causes of action under California or other law that you have had, now have, or may have in the future against the Released Parties for any acts occurring during the Class Period that were pled or could have been pled based on the factual allegations in the operative Complaint filed in the Action, including, but not limited to, all claims for unpaid wages, unpaid overtime wages, failure to provide meal and rest periods, wage statement claims, failure to reimburse business expenses, civil penalties under Labor Code Section 226, statutory penalties under Labor Code Section 203, interest, costs and attorney's fees.

2. Release of the PAGA Claims

If you are a PAGA Employee, regardless of whether you exclude yourself from the settlement of the Class Action Claims, upon final approval of the Settlement by the Court you will be deemed to have given up your right to sue and will release the Released Parties from any and all claims, rights, demands, liabilities and causes of action under the California Labor Code Private Attorneys General Act of 2004 (the “PAGA”) that you have had, now have, or may have in the future against the Released Parties for any acts occurring during the PAGA Period that were pled in the Operative Complaint or could have been pled based on the factual allegations in the operative Complaint or the Notice Letter Plaintiff submitted to the LWDA.

F. Final Fairness Hearing

The Court has scheduled a Final Fairness Hearing for [REDACTED], 2025 at [REDACTED] : [REDACTED] a.m./p.m. in Department [REDACTED] of the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92131. At the Final Fairness Hearing, the Court will decide whether or not to grant final approval to the Settlement. At the Final Fairness Hearing the Court will also decide the amounts of attorney’s fees, litigation costs, and the service payment award to Plaintiff. You have the right to appear at the Final Fairness Hearing and address the Court. You also have the right to retain an attorney, at your own expense, to speak on your behalf. If the Court grants final approval of the Settlement, a copy of the Court’s judgment approving the Settlement will be posted on the Settlement Administrator’s website at: [to be inserted].

G. Where to Get More Information

If you want more information about the Action or the Settlement, you may contact the lead attorney for the Class Members at the address, email, or telephone number listed below or any other advisor of your choice.

Alexander I. Dychter, Esq.
DYCHTER LAW OFFICES, APC
9820 Willow Creek Road, Suite 275
San Diego, CA 92131
Telephone: (619) 487-0777
Facsimile: (619) 330-1827
E-Mail: Alex@DychterLaw.com

You also may view and obtain copies of pleadings related to the Action in the Court’s file by visiting the Court’s website at www.sdcourts.ca.gov

DO NOT CONTACT THE COURT WITH QUESTIONS

PROOF OF SERVICE

Radic v. Steris Corporation
San Diego Superior Court, Case No. 37-2023-00008579-CU-OE-CTL

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within action. My business address is 13900 Marquesas Way #5416, Marina Del Rey, California 90292.

I served the document described as **STIPULATION RE CLASS ACTION SETTLEMENT AND RELEASE OF CLAIMS** on the interested parties in this action listed below or on the attached service list as follows:

☒	BY E-MAIL: Based on court order or the agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person(s) at the email address(es) listed below.
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SERVICE LIST

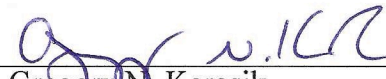
David G. Hoiles, Jr.
Claudia Kozlowska
Jackson Lewis P.C.
225 Broadway, Ste. 1800
San Diego, California 92101
Telephone: (619) 573-4900
Facsimile: (619) 573-4901
E-Mail: David.Hoiles@jacksonlewis.com
E-Mail:
Claudia.Kozlowska@jacksonlewis.com

Alexander I. Dychter
S. Adam Spiewak
DYCHTER LAW OFFICES, APC
9820 Willow Creek Road, Suite 275
San Diego, California 92131
Telephone: (619) 487-0777
Facsimile: (619) 330-1827
E-Mail: alex@dychterlaw.com
E-Mail: adam@dychterlaw.com

Attorneys for Plaintiff

Attorneys for Defendant

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 9, 2025 at Marina Del Rey, California.



Gregory N. Karasik