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Superior Court of CA
County of Santa Clara
24CV434852 ~~24CV431363~~
By: NVasquez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

First Amended

THOA BARCENAS, an individual, on behalf of herself and all others similarly situated,

Plaintiff,

v.

AVAGO TECHNOLOGIES U.S. INC., a Delaware Corporation; BROADCOM CORPORATION, a California Corporation; and DOES 1 TO 50,

Defendants.

Case No. 24CV434852

ORDER GRANTING FINAL APPROVAL OF CLASS AND PAGA SETTLEMENT AND FINAL JUDGMENT

This matter came for hearing on October 14, 2026, at 1:30 p.m. in Department 19 of this court, the Honorable Shella Deen presiding, regarding Plaintiff Thoa Barcenas's ("Plaintiff") unopposed *Motion for Final Approval of Class Action and PAGA Settlement* ("Final Approval Motion"), which seeks final approval of a class action and representative settlement and approval of the requested allocations for attorneys' fees, costs, a service award, and PAGA penalties based on the terms set forth in the parties' *Joint Stipulation of Class and Representative Action Settlement and Release* (the "Initial Agreement") and the *Amendment to Joint Stipulation of*

Class and Representative Action Settlement and Release (the "Amendment") (together, the "Settlement Agreement"), as modified by the court's June 23, 2026 order on the parties' *Joint Stipulation and Order to Approve Modified Class Notice* (the "Class Period Order"). In conformity with California Rules of Court, rule 3.769, with due and adequate notice having been given to Class Members, and having considered the Settlement Agreement, the papers and authorities submitted in support, all proceedings held herein, and the record in this litigation, the court GRANTS the Final Approval Motion, makes the following findings and determinations, and enters final judgment as follows:

1. All terms used in this order have the same meaning as defined in the Settlement Agreement.

2. The court has personal and subject matter jurisdiction over Plaintiff and Defendants Avago Technologies U.S. Inc. and Broadcom Corporation ("Defendants") (collectively, the "Parties") in this litigation to approve the Settlement Agreement and all exhibits thereto.

3. For settlement purposes only, the court finally certifies the Class, defined as all individuals who are or were employed by Defendants as non-exempt employees in California during the Class Period. Pursuant to the Class Period Order, the Class Period means the period from April 9, 2020 through March 29, 2025 for Class Members employed by Defendant Avago Technologies U.S. Inc., and the period from December 13, 2021 through March 29, 2025 for Class Members employed by Defendant Broadcom Corporation. The Aggrieved Employees are the individuals who are or were employed by Defendants as non-exempt employees in California during the PAGA Period, which means the period from April 9, 2023 through March 29, 2025. The court deems this definition sufficient for the purpose of rule 3.765(a) of the California Rules of Court, and solely for the purpose of effectuating the Settlement Agreement.

4. The court finds that an ascertainable class of 152 participating Class Members exists and that a well-defined community of interest exists on the questions of law and fact involved because, in the context of the Settlement Agreement: (i) all related matters predominate over any individual questions; (ii) the claims of Plaintiff are typical of the claims of the Class

Members; and (iii) in negotiating, entering into, and implementing the Settlement Agreement, Plaintiff and Plaintiff's counsel have fairly and adequately represented and protected the interests of the Class Members.

5. The court is satisfied that Apex Class Action, LLC ("Apex"), which was appointed as the Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that comports with California Rules of Court, rule 3.766. Apex mailed the Class Notice by first-class mail to all 154 Class Members on July 30, 2026, performed a skip trace on returned notices, and remailed to updated addresses. The Class Notice informed Class Members of the Settlement Agreement's terms and of their rights to receive a settlement share, to request exclusion, to object, to dispute workweeks, and to appear at the final approval and fairness hearing. Two Class Members submitted timely requests for exclusion, no Class Member filed a written objection, no Class Member disputed workweeks, and no Class Member appeared at the hearing. The court finds that the notice given was the best notice practicable under the circumstances and satisfied the requirements of due process.

6. The court approves the terms set forth in the Settlement Agreement and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and compliant with all applicable requirements of the California Code of Civil Procedure, the California and United States Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable law, and in the best interests of each of the Parties and the Class Members.

7. The court directs the Parties to effectuate the Settlement Agreement according to its terms and declares the Settlement Agreement to be binding on all participating Class Members.

8. The court finds that the Settlement Agreement is the result of informed, non-collusive, arm's-length negotiations, including a full-day mediation with Louis Marlin on January 28, 2025 and further negotiations that led to a settlement in principle on February 26, 2025. The Parties conducted extensive investigation and informal discovery, including the

production and analysis of payroll records and timesheets for a statistically significant sample of Class Members, and their attorneys were able to reasonably evaluate their respective positions.

9. The court finds that the Settlement Agreement avoids additional and potentially substantial litigation costs, as well as the delay and risks the Parties would face in continued litigation, including the challenge of proving off-the-clock work and missed meal periods where Class Members recorded their own hours, Defendants' position that any timekeeping issues ceased after September 2021, the overlap between some Class Members' claims and the earlier *DeCarolis* settlement, the risk that the court might decline class certification, and the possibility of reduced PAGA penalties. Having considered the monetary recovery provided in light of those challenges, the court concludes that Plaintiff's counsel secured significant relief for the Class Members.

10. The Settlement Agreement is not an admission by Defendants, nor is this order a finding of the validity of any allegations or of any wrongdoing by Defendants.

11. The court confirms Plaintiff Thoa Barcenas as class representative and finds her to be adequate.

12. The court confirms as class counsel Jonathan Melmed, Kyle D. Smith, and Rachel Jo of Melmed Law Group P.C., and finds each of them to be adequate, experienced, and well-versed in class action litigation.

13. The terms of the Settlement Agreement, including the non-reversionary Gross Settlement Amount of $635,000.00 and the individual settlement shares, are fair, adequate, and reasonable to the Class and to each Class Member, and the court grants final approval of the Settlement set forth in the Settlement Agreement, subject to this order.

14. The court approves the following allocations, which fall within the ranges stipulated by and through the Settlement Agreement:

A. The court awards $6,490.00 to Apex Class Action, LLC, the Settlement Administrator, and finds this amount to be fair and reasonable. The court grants final approval of it and orders the Parties to make the payment to

the Settlement Administrator in accordance with the Settlement Agreement.

B. The court awards $211,666.67 to Plaintiff's counsel as attorneys' fees and finds this amount to be fair and reasonable considering the benefit obtained for the Class. The court grants final approval of, awards, and orders the payment to Plaintiff's counsel to be made in accordance with the Settlement Agreement.

C. The court awards $21,070.94 in litigation costs, an amount the court finds to be reflective of the reasonable costs incurred. The court grants final approval of, and orders the litigation expenses payment in this amount to be made to Plaintiff's counsel in accordance with the Settlement Agreement.

D. The court awards $10,000.00 to Plaintiff as the class representative, in addition to any amount she may be entitled to as a Class Member and/or Aggrieved Employee, as a service payment requested by Plaintiff, and finds this amount to be fair and reasonable. The court grants final approval of, and orders the class representative payment to be made in accordance with the Settlement Agreement.

E. The court approves the $63,500.00 allocation for penalties under the Labor Code Private Attorneys General Act of 2004, and orders 75 percent thereof (i.e., $47,625.00) to be paid to the California Labor and Workforce Development Agency in accordance with the terms of the Settlement Agreement and the remainder (i.e., $15,875.00) to the Aggrieved Employees.

F. The court orders that any applicable employer-side payroll taxes shall be paid by Defendants separately from, and in addition to, the Gross Settlement Amount, in accordance with the Settlement Agreement.

15. The court orders the Parties to comply with and carry out all terms and provisions of the Settlement Agreement, to the extent that those terms do not contradict this order, in which case the provisions of this order shall take precedence and supersede the Settlement Agreement.

16. Nothing in the Settlement Agreement or this order purports to extinguish or waive Defendants' rights to continue to oppose the merits of the claims in this action or class treatment of these claims in this case if the Settlement Agreement fails to become final or effective, or in any other case without limitation.

17. All Class Members who did not request exclusion from the Settlement Agreement shall be bound by the Settlement Agreement and this order, including the release of claims as set forth in the Settlement Agreement.

18. All Aggrieved Employees, as well as the State of California, shall be bound by the PAGA portion of the Settlement Agreement and this order, including the release of PAGA claims as set forth in the Settlement Agreement, regardless of whether any Aggrieved Employee submitted a request for exclusion from the class portion of the Settlement Agreement.

19. The Parties shall bear their own respective attorneys' fees and costs except as otherwise provided in this order and the Settlement Agreement.

20. All checks mailed to the Class Members and Aggrieved Employees must be cashed within one hundred eighty (180) days after mailing. If a Class Member or Aggrieved Employee fails to cash his or her check by the deadline, then the Settlement Administrator shall distribute such funds, together with any other residual amount, to Alliance for Children's Rights as the cy pres recipient. The court finds that this meets the requirements of Code of Civil Procedure section 384, subdivision (b).

21. The court retains continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

22. This final judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. This final judgment resolves and extinguishes all claims released by the Settlement Agreement against Defendants.

23. The court sets a compliance hearing for June 16, 2027 at 2:30 p.m. in Department 19 on the final accounting and distribution of the settlement funds. No later than June 2, 2027, Plaintiff shall file a declaration from the Settlement Administrator reporting on the distribution of funds and providing a final accounting.

IT IS SO ORDERED

Dated: October 14, 2026

HON. SHELLA DEEN
JUDGE OF THE SUPERIOR COURT